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THE
ASIATIC SOCIETY OF BOMBAY
Town Hall, Bombay.

Presented
in Memory of the late
Mr Balacrushna Venayek Wassoodew
by his family
to
Bombay Branch Royal Asiatic Society

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TREATIES,

AGREEMENTS, AND ENGAGEMENTS,

BETWEEN THE

HONORABLE EAST INDIA COMPANY

AND THE

Native Princes, Chiefs, and States,

IN

WESTERN INDIA; THE RED SEA; THE PERSIAN GULF; &c.

ALSO BETWEEN

HER BRITANNIC MAJESTY'S GOVERNMENT,

AND

Persia, Portugal, and Turkey.

COMPILED UNDER INSTRUCTIONS FROM THE GOVERNMENT OF BOMBAY,

BY

R. HUGHES THOMAS,

UNCOVENANTED ASSISTANT TO THE CHIEF SECRETARY.

WITH NOTES AND MEMORANDA BY THE COMPILER.

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PREFATORY REMARKS.

THIS Compilation includes numerous Treaties, Engagements, &c. never before printed, the existence of many of which appears not to have been known to the Compilers of previous similar works.

A "Compilation of Treaties" can of course possess no pretensions to *originality;* but in the preparation of this work, it has been my earnest endeavour that it should lay claim to *accuracy;* which, extraordinary as it may appear, I have discovered while engaged upon it, *no Compilation hitherto published, can do.*

The errors in former editions are of various kinds, consisting of omissions of words, and occasionally even of sentences; of numerous clerical errors; and the occasional substitution of one word for another; in some instances, of wrong dates being attached to the Treaties; and of the occasional omission of the Schedules of cessions, or exchanges of territory attached to the Treaties; and in one instance (the Satara Treaty of 1819) a wrong Schedule has hitherto been printed. Another serious fault in the previous Compilations has been the diversified way in which Native names have been spelt, the same name frequently occurring in such a different dress, as to render it difficult, if not impracticable, to identify it with the original.

All these errors have been repeated through the successive editions of the Compilations of Treaties, which from time to time have

been printed in India, and in England ; and I have even found them to exist in Parliamentary papers. This has arisen from reprints having been made from defective copies, or from former faulty printed editions, instead of from the originals, so that an error once made, has been perpetuated.

These errors it has been my study in the preparation of the present Compilation to avoid, and to produce such a work as can be safely depended on as containing *bonâ fide* copies of each of the Engagements it contains. To effect this object, I have been allowed the freest access to the Records of Government, extending over a period of upwards of two hundred years; and throughout the preparation of this work, I have, on the numerous occasions on which I have found it necessary to refer to him, received the kindest assistance from Mr. A. Malet, the Chief Secretary to Government, to whom I take this opportunity of respectfully tendering my most grateful acknowledgments and thanks.

To ensure correctness, and uniformity, in the spelling of the Native Names of Persons, and Places, which occur in this work, each has been examined, and *corrected by Venayek Wassoodewjee, the intelligent Head Native Assistant in the Office of the Deputy Secretary to Government in the Persian Department ; To him, therefore, alone is due, any merit this portion of the work may possess.

For facility of reference, the Treaties have been arranged Alphabetically, and Chronologically, and a copious Index is prefixed.

R. HUGHES THOMAS.

Bombay, 29th March 1851.

* In the spelling, however, of such words as Cabool—Cambay—Colaba—Deccan—Muscat, &c. I have deemed it preferable to follow custom, than to adopt the strict orthography of *K*abool—*K*ambay—*K*olaba—De*kh*un—Mus*k*at, &c.

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"LOONAWARA."
"MAHEE KANTA."
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"RAJPEEPLA."
"SATARA."
"SAWUNT WAREE."
"SOONTH."
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AHMEDNUGGUR.

TRANSLATION of a Paper addressed to CAPTAIN OUTRAM, *Acting Political Agent, Mahee Kanta, by* MAHARAJ PRITHEE SINGJEE KURUMSINGJEE.

In your letter to me dated 18th February 1836, you informed me that it was the intention of the British Government to restore my Throne and Kingdom to me if I would subscribe to certain Conditions therein enumerated: to these conditions I agree, as follows:—

1. I will abide by the same Agreement that was entered into in 1812* with the British Government.

2. From this time forward neither I, nor my children, nor my posterity, will perform the ceremony of Suttee.

3. I will appoint a respectable and active Minister to manage the business of my State, subject to the approval of the British Government.

4. I will pay my Ghansdana, and any balance that may be due to His Highness the Gaekwar through my Nishadar, Oomedsing Barot, of Putun, and in future I will continue my Nisha as heretofore.

5. The expenses of the individuals confined at Sadra on account of the Suttee shall be defrayed by me.

6. I will retain no Arabs, Mukranees, Purdesees, or others, whether horse or foot, except those that are old servants of my house.

7. If there should be any quarrel between any of my Thakoors and any Village, I will make known the same to the Political Agent, and as he shall advise so will I do.

* Meaning the General Engagement with the Chiefs of the Mahee Kanta, called the "Security Bond of XVI. Articles," entered at pages 304 ad 309 of this Compilation.

8. I will not attack the Thakoor of any Village without the permission of the Political Agent.

9. My Minister, Mahadjee Soobahoot, is guilty in the affair of the Suttee; I will not give him shelter within my Territory.

I will act according to what I have written above.

In Maharaj Prithee Singjee's handwriting.

What is written above is correct,

(Signed) TUKHUTSINGJEE.

18*th February* 1836,
Ahmednuggur.

(True translation.)

(Signed) J. OUTRAM,
Acting Political Agent.

AMEER KHAN.

Dated the 9th November 1817.

ENGAGEMENT between the Hon'ble English East India Company and Nuwab Ameer-ood Dowlah Mahomed Ameer Khan, concluded by Mr. CHARLES THEOPHILUS METCALFE, *on the part of the Hon'ble Company, in virtue of full powers from His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, and by* LALA NIRUNJUN LAL, *on the part of the Nuwab, in virtue of full powers from the said Nuwab.*

ARTICLE I.

The British Government guarantees to Nuwab Ameer Khan and his heirs, in perpetuity, the possession of the places which he holds in the territories of Maharaja* Holkar, under grants from the said Maharaja, and the British Government takes those possessions under its protection.

ARTICLE II.

Nuwab Ameer Khan will disband his army, with the exception of such a portion as may be requisite for the internal management of his possessions.

ARTICLE III.

Nuwab Ameer Khan will not commit aggressions in any country. He will relinquish his connexion with the Pendharees and other plunderers, and will moreover co-operate, to the utmost of his power, with the British Government for

* Vide page 202 of this Compilation.

their chastisement and suppression. He will not enter into negociations with any person whatever without the consent of the British Government.

ARTICLE IV.

Nuwab Ameer Khan will deliver up to the British Government all his guns and military equipments, with the exception of such a portion as may be requisite for the internal management of his possessions and the defence of his forts, and shall receive in exchange an equitable pecuniary compensation.

ARTICLE V.

The force which Nuwab Ameer Khan may retain shall attend at the requisition of the British Government.

ARTICLE VI.

This Engagement of VI. Articles, having been concluded at Delhi, and Signed and Sealed by Mr. Charles Theophilus Metcalfe, and Lala Nirunjun Lal, the Ratifications of the same by His Excellency the Most Noble the Governor General, and Nuwab Ameer Khan, shall be delivered at Delhi, within one month from the present date, the 9th November 1817.

(Signed) C. T. METCALFE,
Resident.

AMLYARA.

TRANSLATION of an Agreement by Barot Samul Sing Gooman Sing to the Sirkar Gaekwar.

This Agreement is executed with the Shreemunt Maharaja Sena Khaskhel Shumsher Bahadoor, that I, Samul Sing Gooman Sing, of my own free will and inclination, do hereby stand perpetual security for Choowan Bhatajee Jalgee of Amlyara, and that I will not permit him or his people, brothers, nephews, relations, dependents, servants, or subjects, to commit disturbances or thefts in the Sirkar Mahals, those belonging to the Punt Prudhan, or the Hon'ble Company.

Bhatajee shall not offer any annoyance, or connive at others doing so, in the Mahals of Kuppurwunj, Deogaum, Eedur, Ahmednuggur, Mandwa, Morasa, Hursool, Purantej, and all other Purgunas; and he shall also be prevented from disturbing merchants travelling on the road, or possessing himself by his own means, or those of others, of their goods or property.

The delinquents or criminals of the Sirkar shall have no asylum with Bhatajee or in his Territories, nor will he give them countenance or encouragement, and in the event of any person coming to Bhatajee without the permission or knowledge of the Sirkar, and the Sirkar shall demand him, he shall be delivered up.

In like manner, if stolen property should be sold or given to Bhatajee or his dependents without knowing it to be such, the same will be restored on demand.

The Mandwa Purguna, which belongs to the Sirkar, shall not in the most trifling degree receive annoyance or injury from Bhatajee.

Bhatajee is to enjoy his Geeras dues from the following Purgunas in the same proportion as it stood in the reign of the late Futteh Sing Rao Gaekwar, viz :—

Mandwa, Eedur, Morasa, Ahmednuggur, Kuppurwunj, Deogaum, Purantej, Hursool, &c.

All new claims for Geeras on other villages or places cease from this day. The Ghansdana, as settled by Babajee Appajee in his Mahee Kanta Moolookgeery to be given to the Sirkar, shall in future be annually discharged.

Bhatajee and his servants shall faithfully perform the usual service to the Sirkar's Thana at Mandwa. Bhatajee shall not permit the Koolee of Lohar to reside within the limits of his territories, nor will he allow him or his people of every description even to stop or eat victuals at his villages, nor will Bhatajee's subjects associate with the Lohar Koolees.

I am security and personally responsible that Bhatajee shall conduct himself according to the tenor of this Agreement, and if it should ever be necessary that the Sirkar should send Mohsuls, the charges and expenses shall be defrayed by me. I am perpetual security.

Wherefore witness my hand,

(Signed) SAMUL SING GOOMAN SING,
Barot of Kuppurwunj.

I agree to be Ar Zamin for Bhatajee,

(Signed) RAM SINGJEE FUTTEHSINGJEE,
Thakoor of Aglor.

(True Translation.)

(Signed) J. R. CARNAC,
1st Assistant.

Dated Sumvut 1864, *Ashwin Vud 4th, or the 8th October* 1808, A. D.

Shree Mhalsakant.

Seal of Anund Rao Gaekwar.

Purwana of Anund Rao Gaekwar Sena Khaskhel Shumsher Bahadoor, to Bhatajee of Amlyara.

You are to conduct yourself according to your separate writing. The English Company Bahadoor are your Bahandar. Therefore you must remain quiet in your possessions.

Dated Ashwin Shood 15, and 12 Shaban 1864.

Moortubshood.

On the part of the English East India Company,

Seal of Major Walker.

(True Translate.)

(Signed) J. R. CARNAC,
1st Assistant.

TREATY WITH RAGHOJEE ANGRIA, OF COLABA.

DATED THE 3RD JUNE 1822.

Whereas by the conquest of the territories of Bajee Rao, the late Peshwa, and the complete extinction of his power, the rights possessed by his Government are now transferred to that of the Hon'ble East India Company, and whereas it is desirable to fix with precision the future relations between the said Company and Raghojee Angria, the following Articles have been agreed upon.

ARTICLE I.

The friendly relations which have long subsisted between the Honorable East India Company and the Colaba State are hereby confirmed, and the British Government agrees to afford its protection to the Chieftain of Colaba against the attacks of any other State.

ARTICLE II.

Raghojee Angria, in consideration of such protection, engages, on his part, not to employ in his service any foreigner of any description whatever, whether European or American, nor to allow such foreigner to reside within his dominions without the permission of the British Government; and in the event of any such person arriving within his dominions, to report the appearance of such person to the British Government. Neither will he enter into any treaty of alliance or commerce with any of the Native States, but place his sole reliance on the protection and support of the British Government in the enjoyment of his rights. And, for securing the objects of this stipulation, it is further agreed, that no communication or correspondence shall be holden by the State of Colaba with any other Potentate or State, without the previous knowledge and sanction of the Hon'ble Company's Government, but the Colaba State will continue the usual correspondence with the Khan of Junjeera, Sucheo Punt and other Umuldars, on the border of the Colaba districts, respecting disputes which arise in the Mahals and dependencies.

ARTICLE III.

The territories of the Colaba State being intermixed with those of the British Government, and it being desirable that the possessions of each should be concentrated by exchanges, to be made on fair and just principles, it is hereby agreed that such exchanges as may be necessary, with a view to the attainment of that object, shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British Government and those of the Principality of Colaba. And the British Government, relying upon the fidelity of Raghojee Angria, and on the sincerity of his acknowledgment of the supremacy of the Hon'ble Company, hereby guarantees to him, and to his

heirs and successors, on the conditions hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision.

ARTICLE IV.

The British Government relinquishes, in favor of Raghojee Angria, his heirs and successors, Nuzur Nuzuranas, as received or claimed by the late Peshwa and his successors; but reserves to itself entire supremacy over the Colaba State, and the right of conferring investiture on the Chief of Colaba, on any vacancy of the Musnud. And the said Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to act generally in subordinate co-operation to the British Government.

ARTICLE V.

The British Courts of Justice, laws, and regulations shall not be introduced into the Principality of Colaba, against the will of Raghojee Angria, his heirs and successors; but the British Government hereby requires and provides, and the Chieftain aforesaid, in behalf of himself, his heirs and successors, hereby engages for the continuance in possession of all persons actually holding Enam and Surunjam lands up to the present time, under the Sunuds of the Peshwa or the Rajas of Sattara.

ARTICLE VI.

And whereas the said Raghojee Angria has solicited* that the Honorable Company would guarantee to Venayek Rao Purushram Dewanjee, and his associates, certain villages and lands, of the value of Rupees 15,001, as per annexed list,† the which have been assigned to him as a reward for his past services, together with a debt due by the State of Colaba to the said Venayek Rao Purushram Dewanjee,‡ not exceeding Rupees 2,28,287-3-18¾, and that the said Dewanjee shall not unjustly be molested by the Colaba State. Whereas the Honorable Company's Government have undertaken the aforesaid guarantee to the said Venayek Rao Purushram Dewanjee, and to his heirs and successors, together with certain other persons therein named, Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to make due provision for the payment of such amount as may appear on investigation to be justly due to the said Venayek Rao Purushram Dewanjee; and in failure thereof, he further agrees that the Company shall be at liberty to interfere, when occasion renders it necessary, with a view to compel the said Raghojee Angria to place the said debt in a train of liquidation, by allotting specific funds for that purpose; but it is to be understood, that on the discharge of the said debts, any funds which might be allotted to the payment thereof will revert to the said Raghojee Angria, his heirs and successors, on their former footing. With respect to the abovementioned debt, such amount as may be ascertained to be justly due shall be paid. In case of any item in the account

* Vide Appendix A. at page 8.
† Vide Appendix B. at pages 9 ad 11.
‡ Vide Appendices C, D, and E, at pages 11 ad 13.

being objected to by either of the parties, as to its being of a greater or less amount, in the event of their not being able to come to an amicable private settlement between themselves, the Honorable Company's Government will, on investigation, decide on any such disputed point, and order the party whose claim may appear just, to receive credit for such ascertained amount. And whereas certain rights, immunities, and indulgences, as to fields, salt batty-fields, Pâl, &c. now held by the Dewanjee and his associates, as mentioned in the annexed Memorandum* may be affected by the exchange of territories, the said Company engages to continue them to the said Dewanjee and his associates, to be enjoyed on the same footing under the British Government, as before under that of the Colaba State.

ARTICLE VII.

All balances shall be adjusted within a reasonable time, and engagements shall be taken to that effect from all persons in arrear. In default of payment the parties shall be given up.

ARTICLE VIII.

All guns, stores, and other moveable property in the forts and places to be mutually exchanged, are to be removed by the parties relinquishing the same.

ARTICLE IX.

Raghojee Angria hereby agrees, on behalf of himself, his heirs and successors, that in no case whatever shall any asylum be afforded, within the limits of his possessions, to any public offenders, or to any persons desirous of escaping from the jurisdiction of the Company's Court of Justice, or from the authority of the Revenue Officers, or of any other branch of the authority of the Honorable Company; and he further agrees to deliver up all such persons without delay, on application from such Officer or Officers as the Governor in Council of Bombay shall appoint for the purpose.

ARTICLE X.

Raghojee Angria doth hereby engage on his own part, and on the part of his heirs and successors, to prohibit the import and export, as well as the transit of Opium, within any part of the territories of the Colaba State.

ARTICLE XI.

And whereas the British Government hath bound itself to protect Raghojee Angria, his heirs and successors, against the attacks of any other State, and to secure to him the quiet possession of the territories dependent upon Colaba; and whereas it is incumbent upon Raghojee Angria and his successors to make permanent provision for the support of Manajee Angria, now residing on the island of Bombay, on a stipend of two hundred and fifty Rupees per mensem, allowed to him by the State of Colaba, the said Raghojee Angria

* Vide Appendix F. at page 13.

hereby engages on behalf of himself, his heirs and successors, to continue payment of the said stipend of two hundred and fifty Rupees per month to the British Government, as heretofore, for the purpose above stated, whilst the said Manajee Angria shall conduct himself in a suitable manner towards the Government of Colaba, as now established; if any circumstances shall hereafter give rise to complaints against the said Manajee Angria, by the Colaba administration for the time being, the British Government reserves to itself the exclusive right of deciding upon the conduct of the said Manajee Angria, whilst he continues to reside within the British dominions, and also as to the propriety or otherwise of the continuance of his said stipend of two hundred and fifty Rupees.

ARTICLE XII.

Beyond the boundaries of the Colaba State, as to be fixed by the exchange of territory, there are several villages, Umuls, lands, Wutuns, and places belonging to it, both above the Ghauts and below them, in Turuf Nagothna, Talooka Soodhagur. These, whatever on inquiry they may appear to be, will, after due deliberation, be continued as heretofore; a detailed Schedule of them being hereafter made out and annexed to this Treaty.

Dated the 12th Rumzan Soor Sun Isunne Ushureen Mya Tyne Wu Uluf, Sumvut 1878 (corresponding with the 3rd June 1822).

(In the hand-writing of Raghojee Angria.)—"This Treaty has been concluded. The above are the stipulations."

Small Seal of Raghojee Angria.

Large Seal of Raghojee Angria.

(Signed) HASTINGS.
„ J. ADAM.
„ J. FENDALL.
„ W. B. BAYLEY.

Ratified by the Governor General in Council at Fort William in Bengal, this sixteenth day of August, one thousand eight hundred and twenty-two.

(Signed) G. SWINTON,
Secretary.

APPENDIX A.

(Alluded to in Article VI. of the foregoing Treaty.)

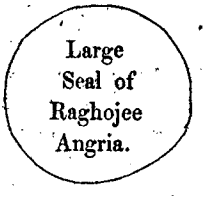
TRANSLATION of a Copy of a Letter from RAGHOJEE ANGRIA, *of Colaba, to the Hon'ble* M. ELPHINSTONE, *at Poona, dated the 27th Jumadee ool Avul, (or 4th April* 1818, A. D.)

Venayek Purushram, the Dewanjee, having eminently served the State of Colaba, under the administration of the late Manajee Angria, and preserved it

by maintaining the alliance with the Hon'ble Company, when Bajee Rao subsequently broke with the Honorable Company, and commenced hostilities, certain allowances and Enams were granted to him, and to those connected with them, as specified in a separate Memorandum, and which are to be enjoyed by the respective parties and their heirs, without objection, even though the said Dewanjee should retire from office. Any claims possessed by him against the State, are also to be adjusted by the accounts, and he is to be duly protected by it, whenever occasion may render such protection necessary.

I request that the Hon'ble Company's Government will satisfy him on these points.

Dated Colaba, the 12th Rumzan Soor Sun Isunne Ushureen Mya Tyne Wu Uluf.



A true translation.
(Signed) R. T. GOODWIN,
Secretary and Translator in the
Office of Country Correspondence.

APPENDIX B.

(Alluded to in Article VI. of the foregoing Treaty.)

MEMORANDUM of Assignments made by the Colaba State to Venayek Purushram Dewan, and to his Dependents, Anno Soor Sun Suman Ushur Mya Tyne Wu Uluf (A. D. 1817-18).

To Venayek Purushram, for himself		Rs. 10,002 0 0
Villages granted in the district of Manikgur for	Rs. 8,002	
The whole Village of Koprolee, in the district of Aoorvulleet, as Enam, the batty is fixed at the rate of sixteen rupees, as per Sunnud	Rs. 1,000 0 0	
Villages granted as Nemnook, as per Sunnud, to the amount of	Rs. 7,002 0 0	
1. The Village of Oolvey.		
1. Do. Furgurh.		
1. Do. Dapoolee.		
1. Do. Johur.		
1. Do. Sawla.		
1. Do. Pirkone.		
1. Do. Kopur.		
1. A Distillery in the district of Aoorvulleet.		
8. Carried over	Rs. 8,002 0 0	

Brought forward				Rs.	8,002	0	0	
The amount of which is..... Rs.	7,542							
Deduct the amount granted separately, viz :								
To Pandoorung Nursee..... Rs.	200							
To his dependents	340							
		540						
Balance.....		7,002						
Payable from the treasury in cash as Nemnook					2,000	0	0	
								10,002 0 0
To his dependents, as Nemnook, Rs. 4260-2-25, viz :								
To Bapoojee Bullal..... Rs.	1,872							
Villages to the amount of Rs. 1,300, viz :								
The Village of Kadewlee, in the district of Manikgurh, as Enam, as per Sunnud ..... Rs.	772	0	0					
The Village of Nedhowlee, in the district of Manickgurh, granted for defraying the expenses of a palanquin.....	528	0	0					
					1,300	0	0	
From the Treasury, as Nemnook.....					572	0	0	
								1,872 0 0
To Khundo Shetaram..... Rs.	1,368-0-0							
Enam Villages in the district of Manikgur, as per Sunnud, with detailed Memorandum, Rs.	360							
The whole Village of Put, in the district of Doorgatun.....	334	1	18¾					
Five beegas of land in the Village of Kambay, within the division of Doorgatun, estimated.....	25	2	81¼					
From the Treasury, as Nemnook.....	1,008	0	0					
					1,368	0	0	
To Pandoorung Nursee.... Rs.	580-2-25							
As Enam	200	0	0					
On account of land.....	80	2	25					
					280	2	25	
From the Treasury, as Nemnook.....					300	0	0	
Amount of Enam villages to be given to his dependents of the....., but which are granted in his own name					340	0	0	
To Bhaoo Bhut, Son of Gungathur Bhut Vindyn, from the Village of Vursuee.....					100	0	0	
								2,388 2 25
To certain Karkoons and Brahmins, who are his dependents, from the treasury.....								738 1 75
								15,001 0 0

Recapitulation.

The amount of villages and lands granted	10,382	2	25		
From the treasury	4,618	1	75		
				15,001	0 0

Amounting to Rupees fifteen thousand and one, viz. villages and lands to the amount of Rupees ten thousand three hundred and eighty-two, two quarters, and twenty-five reas, have been bestowed on him, together with the sum of Rupees four thousand six hundred and eighteen, one quarter, and seventy-five

reas, to be paid in cash from the Treasury as Itlak Nemnook. In conformity with the above Memorandum, the villages and lands, together with the payments to be made in cash, will be continued to be enjoyed by his descendants. Agreed to accordingly.

Dated Colaba, the 12th Rumzan Soor Sun Isunne Ushureen Mya Tyne Wu Uluf.

(A true translation.)
(Signed) R. T. GOODWIN,
Secretary and Translator in the
Office of Country Correspondence.

APPENDIX C.

(Alluded to in Article VI. of the foregoing Treaty.)

TRANSLATION of a Letter from the Hon'ble MOUNTSTUART ELPHINSTONE *to* RAGHOJEE ANGRIA, *dated* 11*th April* 1819, *corresponding with the* 14*th Jumadee-ool-Akhur.*

I have received your letter dated the 27th Jumadee-ool-Awul (4th April 1818), noticing that Venayek Purushram, the Dewanjee, having, during the administration of the late Manajee Angria, been extremely useful, and having preserved the State of Colaba by maintaining the alliance with the Hon'ble Company when Bajee Rao subsequently broke with the Hon'ble Company and commenced hostilities, certain allowances and Enams had been granted to him, as well as to Bapoojee Bullal and others connected with him, by the Government of Colaba, as detailed in a separate Memorandum, which were to be enjoyed by the respective parties and their heirs unmolested, even though the said Dewanjee should no longer act in the administration: that his claims against the State should be satisfied according to what might appear to be justly due, and that he should be protected by it, whenever occasion might render such protection necessary; requesting, at the same time, that the Hon'ble Company's Government satisfy him on these points. In consequence of this application, I have affixed my signature, as guarantee, to the Memorandum of the Enams and allowances granted to him and to his dependents, which was transmitted under your Mortub (seal), amounting to Rs. 15,001; but as you have omitted to state the amount of the debt, and confined yourself to a declaration, that protection would be extended to his concerns, I am unable, under such general expressions, to satisfy him on this point; I therefore request that you will communicate the amount of your debt to the Right Honorable Sir Evan Nepean, Bart., who will not only satisfy him in this respect, but

also that he will not be subjected to any unmerited harsh treatment from the State of Colaba.

Dated Colaba, the 12th Rumzan Soor Sun Isunne Ushureen Mya Tyne Wu Uluf.

APPENDIX D.

(Alluded to in Article VI. of the foregoing Treaty.)

TRANSLATION of a Letter from RAGHOJEE ANGRIA, *of Colaba, to the Right Hon'ble the Governor, dated the 12th Shuval* 1234, *of the Hijree, (or 4th August* 1819, A. D.)

I beg to state, that this Government having concluded a settlement of the concerns of Venayek Purushram Dewanjee, addressed a letter to the Hon'ble Mountstuart Elphinstone, at Poona, bearing date the 27th Jumadee ool Awul, for the satisfaction of the said Dewanjee, and a copy of the reply dated the 14th Jumadee ool Akhur (the 11th of April 1819), is transmitted to your Excellency. It is therein suggested that I should not only make known to your Excellency the amount of the debt, but also (my intention) that the Dewanjee should be secured against molestation from the State of Colaba, on which your Excellency would set his mind at rest; and I have accordingly to request that the Honorable Company's Government will give him that assurance, both in regard to the amount of his debt, for which a Memorandum has been granted under my seal (Mortub), as admitted on adjustment, and that no molestation shall be offered to him by the State of Colaba.

Dated Colaba, the 12th Rumzan Soor Sun Isunne Ushureen Mya Tyne Wu Uluf.

(A true translation.)

(Signed) R. T. GOODWIN,
Secretary and Translator in the
Office of Country Correspondence.

APPENDIX E.

(Alluded to in Article VI. of the foregoing Treaty.)

TRANSLATION of a Memorandum of the bonâ fide Debts contracted through the medium of Venayek Purushram Dewan, anno Soor Sun Ushreen Mya Tyne Wu Uluf (A. D. 1819-20).

After examination, the accounts shew the balance due by Government from the commencement up to the 11th of Shaban, being the termination of the year Tissa Ushur, 12th Jesht-shood Shuké 1741 (5th June 1819), to be Poona

Chandore Rupees 2,28,287-3-18¾, which sum of Poona Chandore Rupees, as due to the above named, up to the end of the year Tissa Ushur (5th June 1819), it is agreed to pay, with such interest as may become due, at the rate of one per cent. per month, together with a premium (Munotee) of two per cent. per annum, payable at once.

Dated Colaba, the 10th Shuval, anno Soor Sun Ushreen, in the month of Shravun (2nd August 1821).

Dated Colaba, the 12th Rumzan Soor Sun Isunne Ushureen Mya Tyne Wu Uluf.

A true translation
(Signed) R. T. Goodwin,
Secretary and Translator in the
Office of Country Correspondence.

APPENDIX F.

(Alluded to in Article VI. of the foregoing Treaty.)

MEMORANDUM from Purushram Sreedhur, *at Apté, year Ihidè Ushreen Myatyne Wu Uluf* (A. D. 1820-21).

For many years I and my family have enjoyed privileges which were granted to us by Angria, in the villages under Manikgurh; when, therefore, an exchange of territory shall take place, I trust that on Angria's inserting an Article providing for the continuance of my privileges, the Honorable Company will be pleased to cherish me and my family, agreeably to what will remain to be given in exchange.

1. I enjoy the Veth Begar (labor), and Furfurmas (presents of fowls and fruits &c.) of the village of Johe, Turuf Humrapoor, in the Kurnala district, which belong to both States, viz:—

A. As the Government Karsaj (hay and wood) required for the fort, and also the Veth (labor), have been given to me, I take four weeks' labor from each man annually.

B. It is the custom to receive two fowls every year from each house.

C. It is the custom to receive two pumpkins every year from each house.

D. It is the custom to receive ten loads of Sajbharé from each person, in order to thatch the house.

E. For the Junmu Ushtumee, in the month of Shravan, there may be about

six or seven pots of butter milk, and it is the custom to receive half a rupee as the price of each pot.

2. I enjoy a Kuol (lease) and exemption concerning the Nugdi-kharee (salt batty ground, whose rent is paid in money), and Nugdibeghas Oothalee (sweet batty fields, whose rent is paid in money), for their embankment. As I laid out expenses in embanking them, an indulgence has been allowed in the rent, and an exemption from house and buffalo tax; Veth Begar (labor) and Furfurmas (presents of fowls, fruits, &c.) have been granted to the people for keeping in order the salt batty ground, and fields, and gardens.

3. We enjoy Goorachéwaré (sheds for cattle) and pasturage lands.

Dated Colaba, the 12th Rumzan Soor Sun Isunne Ushureen Mya Tyne Wu Uluf.

A true translation.

(Signed) R. T. GOODWIN,
Secretary and Translator in the
Office of Country Correspondence.

Schedule of the Exchange of Territory lately concluded between the British Government and RAGHOJEE ANGRIA, *Chief of the State of Colaba, under the III. Article of the Treaty of* 1822.

In the III. Article of the Treaty concluded between the British Government and Raghojee Angria, the Chief of Colaba, as ratified by the Governor General on the 16th of August 1822, and by the Chief on the 12th Rumzan Soor Sun Isunné Ushreen Mya Tyne Wu-Uluf (3rd June 1822), it is stated that the territories of the Colaba State being intermixed with those of the British Government, and it being desirable that the possessions of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed, that such exchanges as may be necessary with a view to the attainment of that object, shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British Government, and those of the Principality of Colaba: and the British Government, relying upon the fidelity of Raghojee Angria, and on the sincerity of his acknowledgment of the supremacy of the Honorable Company, hereby guarantees to him and to his heirs and successors, on the conditions hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision, agreeably to which, Commissioners having met, and having settled the following exchanges and adjustments of the Frontier, the same are now recognized, and declared binding on both Governments, viz :—

MADE OVER BY THE HON'BLE COMPANY TO ANGRIA.

	Consisting of			Revenue as finally settled,			
	Villages.	Khars.	Warees.	Rupees.	Quarters.	Reas.	
SOUTHERN KONKAN.							As the whole of the Oonderee Talooka, with the exception of the Khar Dolvee, has been ceded to Angria in full Sovereignty, the names of the Villages have not been inserted.
The Company's share of the Talooka of Oonderee, except the Khar Dolvee.	40	11	0	26765	2	22	
Villages in Angria's territory, formerly held in Inam by Officers of the Peshwa's Court, and resumed by the Peshwa.							
Muojé Karlé							
„ Wavé							
„ Kopur							
Waree Pakharee Rameshwur							
„ Pakharee Bolavee.	3	0	5	2597	3	24	Ceded in full Sovereignty.
„ Thul, belonging to Ramajee Mahadeo.....							
„ belonging to Visajee Kesheo Lélé. ..							
„ Wursolee							
The village of Asood in the Soovurndoorg Talooka	1	0	0	631	3	69	The Sovereignty remains in the Honorable Company.
The Town and Sea Customs of Reodunda. .	1	0	0	14924	1	71	Ceded in full Sovereignty, exclusive of the Fort of Reodunda.
				44919	2	86	
NORTHERN KONKAN.							
The Company's share of the Town of Apta, with the whole of Muzré Koral and Waree Sundapoor	2	0	1	1547	1	40	These are ceded in full Sovereignty.
Total, Rupees..				46,467	0	26	

MADE OVER BY ANGRIA'S GOVERNMENT TO THE HON'BLE COMPANY.

	Consisting of			Revenue as finally settled.			
	Villages.	Khars.	Warees.	Rupees.	Quarters.	Reas.	
SOUTHERN KONKAN.							
Angria's half share of the Khar Dolvee in the Oonderee Talooka...	0	1	0	1949	0	07	This Khar is situated on the Eastern side of the Nagotna River.
Villages of the Toongartun Mahal, to the Southward of the Apta River.							
Muojé Suvné.							
„ Kasup.							
„ Chaodholee							
„ Sawé.							
„ Kyré.	9	0	0	3555	0	79	
„ Borowlee							
„ Ghorsuvné							
„ Bamnolee							
„ Jambuvlee.							
Angria's share of Villages of the Humrapoor Mahal.							
Muoje Vurerée							These Villages and Khars belonged wholly to Angria, and have been wholly made over to the Hon'ble Company.
„ Seetolé							
Sonkhar							
Dadurkhar							
Dabab Khar							
Dolvee Khar							
Kusba Humrapoor							
Muojé Johé							
„ Gowarlé							
„ Doorshet.							
Muzré Kopur	8	13	0	14124	0	23	
„ Dadur							Of these Villages and Khars Angria possessed a half share, which has been made over to the Hon'ble Company.
Ardhel Khar.							
Bahér Khar.							
Kopur Khar.							
Gowarlé Khar.							
Sandava Khar.							
Khar Bendpalkota..							
Khar Khoontepara.							
Khar Somvir Kota.							
Khar Borly.							
Carried forward, Rupees...				19,628	1	09	

MADE OVER BY ANGRIA'S GOVERNMENT TO THE HON'BLE COMPANY.

	Consisting of			Revenue as finally settled.		
	Villages.	Khars.	Wares.	Rupees.	Quarters.	Reas.
Brought forward.....				19628	1	09
NORTHERN KONKAN.						
Villages and Khars of Aoorwulee Turuf.						
Muojé Kopurvulee.						
„ Peerkoné.						
Khar Kansarbhat.						
„ Doobjé.						
„ Sacekhar.						
„ Lukhmor.						
„ Untrabamda.						
„ Untra Boozoorg.						
„ Tulékhar.						
„ Bhundarkolowné.						
„ Joohee Poonaré.						
„ Parungee.						
„ Nandnee Peerkoné.						
„ Tulband Peerkoné.		2	22 0	13000	0	36
„ Sangpalé Khar.						
„ Tulé Khar.						
„ Muojé Kopurvulee, containing four Khars.						
„ Muojé Kopurvulee, containing twelve Khars.						
„ Takwur Kopurvulee.						
„ Jambékhar.						
„ Dumkundee.						
„ Takwur Kulboosré.						
„ Ghatél.						
„ Bhungaree Khoord.						
Villages of the Toogartun Mahal, to the Northward of the Apta River.						
Muojé Doololee Boozoorg.						
„ Saolé.		4	0 0	2675	1	07
„ Kambé.						
„ Sheosundhee Saolé.						
Carried forward, Rupees....				35,303	3	42

MADE OVER BY ANGRIA'S GOVERNMENT TO THE HON'BLE COMPANY.

	Consisting of			Revenue as finally settled.		
	Villages.	Khars.	Wavees.	Rupees.	Quarters.	Reas.
Brought forward.....				35,303	3	42
NORTHERN KONKAN *(continued)*.						
Miscellaneous (Deegur Prant).						
Turuf Vurerée.						
Muojé Tulowré.						
„ Chanduee.						
„ Nérul.						
„ Goodhvun.						
Turuf Sonalé.						
Muojé Deoroong.						
„ Kuwar Boozoorg.						
Turuf Shéré.						
Muojé Amburzé.	14	0	0	6348	3	45
Turuf Baré.						
Muojé Jambuvlee.						
Turuf Tulojé.						
Muojé Neetalé.						
„ Naoré.						
„ Khyrné.						
Turuf Borétee.						
Muojé Khopuvlee.						
„ Dewlar.						
„ Bhanwun.						
Angria's share of Customs of the Prant Kurnala.	0	0	0	4363	1	03
Ahmednuggur District.						
Villages in the Purguna of Ankola.						
Muojé Sultanpoor.	3	0	0	384	3	70
„ Degumbur.						
„ Babhoolwaree.						
Rupees....				46,400	3	60

ABSTRACT.	Rupees.	Quarters.	Reas.	Rupees.	Quarters.	Reas.
Made over by the Hon'ble Company to Angria.						
South Konkan.	44919	2	86			
North Konkan.	1547	1	40			
				46467	0	26
Made over by Angria to the Hon'ble Company.						
South Konkan.	19628	1	09			
North Konkan.	26387	2	81			
Ahmednuggur..	384	3	70			
				46400	3	60
Leaving a balance in favor of the Hon'ble Company . . . . . Rupees...				66	0	66

The above exchanges and adjustments of territory are accordingly recognised and declared binding.

Attested at Rutnageeree on the 4th of September, A. D. 1828, in the year Teesa Ushreen Myatyne Wu Uluf, 23rd of Sufur, A. H. 1244, the 11th of Shravun Vud, Shuké 1750, in the year named Surwudharee.

(Signed) L. R. REID,
Collector, and in charge of Political
Duties in the Southern Konkan.

MEMORANDUM.—The above exchanges and adjustments of territory were approved and confirmed by the Government of Bombay on the 26th November 1828.

CHIEFS OF ANORIA.

Security given by the Koolee Chiefs of Anoria to the British Government, dated 1st Jesht, or the 1st June 1821, A. D.

We, the Chiefs and inhabitants of Anoria, do make this Agreement with the British Government, and furnish Security to the following Articles :—

ARTICLE I.

On the 4th Phalgoon 1876, Jumadar Yaroo, Kumavisdar of Bejapoor, took the Security of Anoria: this Engagement was forwarded to Government, and from that day to this, all thefts proved to have been committed, or whatever injury may have been done by us, shall be answered, and satisfaction made without demur or excuse.

ARTICLE II.

From this day forward we engage not to plunder, rob, or commit acts of violence in the Hon'ble Company's districts, those of the Gaekwar, or any other; nor will we cause any such acts, nor be parties to any violence or injury.

ARTICLE III.

We engage not to join any robbers, on any pretence whatever, nor will we afford them any aid or assistance, and should any enter our limits, we engage to apprehend them; or should they pass, we will be answerable. We will keep a guard in our limits, and should any offenders against the British or Gaekwar Government enter our town or pass our limits, we will seize and deliver him or them up. We will not associate with thieves, and if information of robbery or crime, committed by the Koolees of any other village, reach us, we will declare the same to the Sirkar, and failing therein, we will be held as offenders, and answerable.

ARTICLE IV.

We engage not to cause any hindrance to the passage of merchandise, and will provide for the safety of the roads, and if any loss should be sustained

in our limits we will deliver up the thief, or be answerable for the amount. If any thief should be traced to our village or limits, we will carry on the trace, and if we do not, we will answer for the loss, without delay or excuse.

ARTICLE V.

We will make known to Government whatever horses we may have in our village, and will keep only as many as Government may direct, and sell the rest; if we keep more, they may be seized by Government.

ARTICLE VI.

We engage to obey the orders of the Thanadar.

ARTICLE VII.

We engage to receive from the Collector or his Agent, on the 2d Poush Vud, whatever Geeras may be due to us in the Hon'ble Company's districts, and we engage not to demand such Geeras from the Patel or cultivators, nor cause any expense to them; and if we act contrary to this, we agree to submit to such punishment as may be ordered or directed, and also to return any money so obtained.

ARTICLE VIII.

Two men, belonging to the Sirkar, were murdered by some persons near the village of Nowgaum: we engage to search for the murderers, and if they be of our village, we will deliver them over to the Sirkar, or should they be discovered by other persons, we also engage to give them up.

In addition to the above Articles, we engage to obey all the orders of Government, and to commit no crimes; and in cases of dispute or offence, whatever orders may be received from the Court of Adawlut shall be obeyed, and the offender delivered up.

We will strictly conform to the above Articles.

Perpetual Securities, Mal, Fail and Hazir Zamins.

- Barote PUTHOO GUMA.
- „ VEERA GUMA, of Purantej.
- „ POONJA, of Purguna Bejapoor.

Ar Zamins or Counter Securities.

- NATHAJEE SUMBHOO RATHORE, AND SOOTHAUTIJEE..... of Mayend.
- KHAUNT OJUMJEE NURIRJEE, AND SOOLTANJEE BHANJEE, &c. &c..... Mohoori.
- THAKORE VUKTAJEE ANOOPJEE..... Sungpoor.
- BHOWANSING SUMTAJEE..... Lakrora.
- SEWAJEE SOORTAJEE..... Vaugpoor.

(True translation.)

(Signed) W. MILES,
Major.

TREATY WITH THE ARAB TRIBES.

DATED THE 8TH JANUARY 1820.

General Treaty with the Arab Tribes of the Persian Gulf.

In the name of God, the merciful, the compassionate: Praise be to God, who hath ordained peace to be a blessing to His creatures. There is established a lasting peace between the British Government and the Arab Tribes, who are parties to this Contract, on the following conditions:—

ARTICLE I.

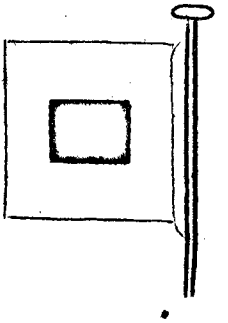
There shall be a cessation of plunder and piracy, by land and sea, on the part of the Arabs who are parties to this Contract, for ever.

ARTICLE II.

If any individual of the people of the Arabs contracting, shall attack any that pass by land or sea, of any nation whatsoever, in the way of plunder and piracy, and not of acknowledged war, he shall be accounted an enemy of all mankind, and shall be held to have forfeited both life and goods; and acknowledged war is that which is proclaimed, avowed, and ordered by Government against Government, and the killing of men, and taking of goods, without proclamation, avowal, and the order of Government, is plunder and piracy.

ARTICLE III.

The friendly (literally the pacificated) Arabs shall carry, by land and sea, a red flag, with or without letters in it, at their option; and this shall be in a border of white, the breadth of the white in the border being equal to the breadth of the red, as represented in the margin, (the whole forming the flag known in the British Navy by the title of "White-pierced-red"); and this shall be the flag of the friendly Arabs, and they shall use it, and no other.



Article IV.

The pacificated tribes shall, all of them, continue in their former relations, with the exception that they shall be at peace with the British Government, and shall not fight with each other, and the flag shall be a symbol of this only, and of nothing further.

Article V.

The vessels of the friendly Arabs shall, all of them, have in their possession a paper (" Register") signed with the signature of their Chief, in which shall be the name of the vessel, its length, its breadth, and how many karahs it holds; and they shall also have in their possession another writing (" Port Clearance"), signed with the signature of their Chief, in which shall be the name of the owner, the name of the Nakhooda, the number of men, the number of arms, from whence sailed, at what time, and to what port bound; and if a British or other vessel meets them, they shall produce the Register and the Clearance.

Article VI.

The friendly Arabs, if they choose, shall send an Envoy to the British Residency in the Persian Gulf, with the necessary accompaniments; and he shall remain there for the transaction of their business with the Residency; And the British Government, if it chooses, shall send an Envoy to them also in like manner, and the Envoy shall add his signature, to the signature of the Chief, in the paper (" Register") of their vessels, which contains the length of the vessel, its breadth, and tonnage; the signature of the Envoy to be renewed every year; Also, all such Envoys shall be at the expense of their own party.

Article VII.

If any Tribe or others shall not desist from plunder and piracy, the friendly Arabs shall act against them according to their ability and circumstances; and an arrangement, for this purpose, shall take place between the friendly Arabs and the British, at the time when such plunder and piracy shall occur.

Article VIII.

The putting men to death after they have given up their arms, is an act of piracy, and not of acknowledged war; And if any tribe shall put to death any persons, either Mahomedans, or others, after they have given up their arms,

such tribe shall be held to have broken the peace, and the friendly Arabs shall act against them in conjunction with the British, and, God willing, the war against them shall not cease until the surrender of those who performed the act, and of those who ordered it.

ARTICLE IX.

The carrying off of slaves, men, women, or children, from the coasts of Africa or elsewhere, and the transporting them in vessels, is plunder and piracy; and the friendly Arabs shall do nothing of this nature.

ARTICLE X.

The vessels of the friendly Arabs, bearing their flag above described, shall enter into all the British ports, and into the ports of the allies of the British, so far as they shall be able to effect it, and they shall buy and sell therein; and if any shall attack them, the British Government shall take notice of it.

ARTICLE XI.

These conditions aforesaid shall be common to all tribes and persons who shall hereafter adhere thereto, in the same manner as to those who adhere to them at the time present.

Issued at Ras-ool-Khyma, in triplicate, at mid-day, on Saturday the twenty-second of the month of Rubee-ool-avul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding with the eighth of January 1820), *and signed by the contracting parties at the places and times under written.*

Signed at Ras-ool-Khyma, at the time of issue by

L. S. W. GRANT KEIR, Major General.

L. S. HUSSON BIN RAHMAH, with his own hand
(Shaikh of Hatt and Faleia, formerly of Ras-ool-Khyma).

L. S. RAZIB BIN AHMED, with his own hand
(Shaikh of Jezirat-ool-Kamia).

Signed at Ras-ool-Khyma, on Tuesday the twenty-fifth of the month of Rubee ool-avul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the eleventh of January 1820).

L. S.

Signature of SHUKHBOOT, with his own hand
(Shaikh of Aboo Thabee).

Signed at Ras-ool-Khyma, at mid-day, on Saturday the twenty-ninth of the month of Rubee-ool-avul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the fifteenth of January 1820).

L. S.

Signature of HUSSON BIN ALI, with his own hand
(Shaikh of Zyah).

Signed for MAHOMED BIN HAZA BIN ZAAL, *Shaikh of Debaye, a Minor, at Shargah, on Friday the twelfth of the month of Rubee-oos-sanee, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the twenty-eighth of January* 1820).

L. S.

ZAID BIN SEYF, Uncle of SHAIKH MAHOMED.

Signed at Shargah, at mid-day, on Friday the nineteenth of the month of Rubee-oos-sanee, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the fourth of February 1820).

L. S.

The signature of SULTAN BIN SUGGUR, with his own hand
(Chief of Shargah).

Signed at Shargah, by the Vakeel, on the part of the Shaikhs SULEMAN BIN AHMED *and* ABDOOLLAH BIN AHMED, *in his quality of Vakeel to the Shaikhs aforesaid, on Saturday the twentieth of the month of Rubee-oos-sanee, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the fifth of February* 1820).

L. S.

The signature, with his own hand, of SYUD ABDOOL JALEEL BIN SYUD YAS, Vakeel of Shaikh SULEMAN BIN AHMED, and Shaikh ABDOOLLAH BIN AHMED, of the family of Khalifa, Shaikhs of Bahrein.

Signed and accepted by SULEMAN BIN AHMED, *of the house of Khalifa, at Bahrein, on the ninth of Jumadee-ool-awul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the twenty-third of February* 1820).

L. S.

Signed and accepted by ABDOOLLAH BIN AHMED, *of the house of Khalifa, at Bahrein, on the ninth of Jumadee-ool-awul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the twenty-third of February* 1820).

L. S.

Signed at Faleia, at noon, on Wednesday the twenty-ninth of the month of Jumadee ool-awul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the fifteenth of March 1820).

L. S.

RASHID BIN HAMID, with his own hand
(Chief of Iman).

Signed at Faleia, at noon, on Wednesday the twenty-ninth of the month of Jumadee-ool-awul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the fifteenth of March 1820).

L. S.

ABDOOLLAH BIN RASHID, with his own hand
(Chief of Amulgavine).

L. S.

W. GRANT KEIR, Major General.

Translation of the Preliminary Treaty with Husson bin Rahmah.

In the name of God, the merciful, the compassionate.

Know all men, that Husson bin Rahmah has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:—

Article I.—The town of Ras-ool-Khyma and Maharra, and the towers whichare in the date groves near the town, shall remain in the hands of the British Government.

Article II.—If any of the vessels of Husson bin Rahmah are in Shargah, or Amulgavine, or Iman, or any of the other places to which the General shall go with the Force, they shall be surrendered to the General, and the General will leave those which are for the pearl fishery, and fishing boats.

Article III.—Husson bin Rahmah shall give up all the Indian prisoners, if any such are in his possession.

Article IV.—After the execution of these engagements, Husson bin Rahmah shall be admitted to the terms of the General Treaty with the Friendly (literally "the Pacificated") Arabs.

Issued at Ras-ool-Khyma, in the forenoon of Saturday the twenty-second of the month of Rubee-ool-avul, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the eighth of January 1820).

(L. S.) W. Grant Keir,
Major General.

(An exact translation.)
T. P. Thompson,
Captain 17th Light Dragoons, and Interpreter.

Copy of the Articles between the General and Husson bin Rahmah. Witness my hand and seal.

(L. S.) W. Grant Keir,
Major General.

(L. S.)

The signature of Husson bin Rahmah, with his own hand.

Translation of the Preliminary Treaty with SULTAN BIN SUGGUR.

In the name of God, the merciful, the compassionate.

Know all men, that SULTAN BIN SUGGUR has been in the presence of General SIR WILLIAM GRANT KEIR, and there have passed between them the following stipulations:—

ARTICLE I.—Sultan bin Suggur shall surrender to the General the towers, guns, and vessels, which are in Shargah, Iman, Amulgavine, and their dependencies. The General will leave the boats which are for the pearl-fishing, and fishing boats, and the remainder of the vessels shall be at the disposal of the General.

ARTICLE II.—Sultan bin Suggur shall give up all the Indian prisoners, if any such are in his possession.

ARTICLE III.—The General will not allow the troops to enter the towns to lay them waste.

ARTICLE IV.—After the execution of these engagements, Sultan bin Suggur shall be admitted to the same terms of peace as the remainder of the Friendly (or "Pacificated") Arabs.

On the these conditions there is a cessation of hostilities between the General and Sultan bin Suggur and his followers, with the exception that their boats are not to go to sea.

Done at Ras-ool-Khyma, on the twentieth of Rubee-ool-avul, in the year one thousand two hundred and thirty-five (corresponding to the sixth of January, 1820).

(L. S.) W. GRANT KEIR,
Major General.

(An exact translation).

T. P. THOMPSON,
Captain 17th Light Dragoons, and Interpreter.

(L. S.)

SULTAN BIN SUGGUR, with his own hand.

Copy of the Articles entered into with Sultan bin Suggur. Witness my hand and seal.

(L. S.) W. GRANT KEIR,
Major General.

Translation of the Preliminary Treaty with the Shaikh *of* Debaye.

In the name of God, the merciful, the compassionate.

Know all men, that Mahomed bin Haza bin Zaal, a, minor, accompanied by Ahmed bin Futeis, has been in the presence of General Sir William Grant Keir, and there have passed between them the following stipulations:

Article I.—The people of Debaye shall surrender to the General the vessels which are in Debaye and its dependencies, and the guns which are in the towers; the General will leave the boats which are for the pearl-fishery, and fishing boats.

Article II.—The people of Debaye shall give up all the Indian prisoners, if any such are in their possession.

Article III.—The General will not allow the troops to enter the town to lay it waste; and further, as a mark of consideration towards His Highness the Imaum, Syud bin Sultan, on the part of the General, he will not demolish the fort and towers.

Article IV.—After the execution of these engagements, Mahomed bin Haza bin Zaal and his followers shall be admitted to the same terms of peace as the remainder of the Friendly (literally "the Pacificated") Arabs.

On these conditions there is a cessation of hostilities between the British and Mahomed bin Haza bin Zaal and his followers; with the exception that their boats are not to go to sea.

Done at Ras-ool-Khyma, on the twenty-third of Rubee-ool-avul, in the year one thousand two hundred and thirty-five (corresponding to the ninth of January 1820).

(L. S.)

W. Grant Keir,
Major General.

(A true translation.)
T. P. Thompson,
Captain 17th Light Dragoons, and Interpreter.

Witnessed by the signature of Shaikh Hamza bin Mahomed bin Jabin Amulgavine, Shaikh of Kishim, with his own hand.

(L. T.)

Seal of Ahmed Futeis.

Copy of the Articles between the General and Mahomed bin Haza bin Zaal. Witness my hand and seal.

(L. S.)

W. Grant Keir,
Major General.

Translation of the Preliminary Treaty with SHAIKH SHUKHBOOT, *of Aboo Thabee.*

In the name of God, the merciful, the compassionate.

Know all men, that SHAIKH SHUKHBOOT BIN DHYAL, AL FULAHY, has been in the presence of General SIR WILLIAM GRANT KEIR, and there have passed between them the following stipulations:—

ARTICLE I.—If in Aboo Thabee, or any other of the places belonging to Shaikh Shukhboot, there are any of the vessels of the piratical powers which have been attacked or may be hereafter attacked by the General during the present war against the pirates, he shall deliver such vessels to the General.

ARTICLE II.—Shaikh Shukhboot shall be admitted to the terms of the general Treaty with the Friendly Arabs.

Done at Ras-ool-Khyma, on the twenty-fifth of Rubee-ool-avul, in the year one thousand two hundred and thirty-five (corresponding to the eleventh of January 1820).

L. S.

W. GRANT KEIR,
Major General.

(A true translation.)
T. P. THOMPSON
Captain 17th Light Dragoons, and Interpreter.

Copy of the Articles between the General and SHAIKH SHUKHBOOT.
Witness my hand and seal.

L. S.

The signature of SHUKHBOOT, with his own hand.

L. S.

W. GRANT KEIR,
Major General.

Terms of a Maritime Truce for Ten Years, agreed upon by the Chiefs of the Arabian Coast, under the mediation of the Resident in the Persian Gulf, dated 1st June 1843.

We whose seals are hereunto affixed, viz.,

SULTAN BIN SUGGUR, Chief of the Joasmee Tribe,
KHALIFA BIN SHUKHBOOT, Chief of the Beni Yas,
MUKTOOM BIN BUTYE, Chief of the Boo Falasa,
ABDOOLLAH BIN RASHID, Chief of Amulgavine,
ABDOOL AZEEZ BIN RASHID, Chief of Ejmaun,

being fully impressed with a sense of the evil consequences arising from our subjects and dependents being prevented carrying on the pearl fishery without interruption on the banks, owing to the various feuds existing amongst ourselves, and, moreover, duly appreciating the general advantage to be derived from the establishment of a truce, do hereby agree to bind ourselves down to observe the following conditions :—

1st.—That from the 1st June 1843, A. D., (the corresponding Mahomedan date 2nd Jumadee-ool-avul Hijree, 1259), there shall be a cessation of hostilities at sea between our respective subjects and dependents, and that from the above date until the termination of the month of May 1853, A. D., an inviolable truce shall be established, during which period our several claims upon each other shall rest in abeyance.

2nd.—That in the event of any of our subjects or dependents committing any acts of aggression at sea upon those of any of the parties to this Agreement, we will immediately afford full redress, upon the same being brought to our notice.

3rd.—That in the event of any acts of aggression being committed at sea upon any of our subjects or dependents, we will not proceed immediately to retaliate, but will inform the British Resident, or the Commodore at Bassidore, who will forthwith take the necessary steps for obtaining reparation for the injury inflicted, provided that its occurrence can be satisfactorily proved.

4th.—That on the termination of the month of May 1853, by God's blessing, we will endeavour to arrange either an extension of this truce, or a firm and lasting peace; but in the event of our being unable to come to a satisfactory adjustment regarding our respective claims, we hereby bind ourselves to give notice on or about the above date, to the British Resident, of our intention to renew hostilities after the expiration of the term now fixed upon for this truce, viz., the end of the month of May 1853.

Signed as in the Preamble.

Agreement with SHAIKH SULTAN BIN SUGGUR *Chief of Ras-ool-Khymah, ceding to British Cruizers the right of searching his vessels upon the high seas, when suspected of having slaves on board; and also ceding the right of seizure and confiscation, in the event of the suspicion being proved to be well founded.*

In the event of vessels connected with my ports, or belonging to my subjects, coming under the suspicion of being employed in the carrying off (literally "stealing") and embarkation of slaves, men, women or children, I, Sultan bin Suggur, Shaikh of the Joasmee Tribe, do hereby agree to their being detained and searched, whenever and wherever they may be fallen in with on the seas, by the cruizers of the British Government; and further, that upon its being ascertained that the crews have carried off (literally "stolen") and embarked slaves, their vessels shall be liable to seizure and confiscation by the aforesaid cruizers.

Dated Shargah, 17th April 1838, *A. D., corresponding with the 22nd Mohurrum, A. H.*, 1254, *Mahomedan Era.*

The (Seal) of SULTAN BIN SUGGUR.

(True translation.)
(Signed) S. HENNELL,
Resident in the Persian Gulf.

Agreement for the suppression of the Slave Trade in the Persian Gulf, entered into by SHAIKH SULTAN BIN SUGGUR, *Chief of* RAS-OOL-KHYMAH, *dated off* RAS-OOL-KHYMAH, 3*d July* 1839.

I, SULTAN BIN SUGGUR, Shaikh of the Joasmee Tribe, do hereby declare, that I bind and pledge myself to the British Government, in the following engagements :—

1st.—That the Government Cruizers, whenever they may meet any vessel belonging to myself, or my subjects, beyond a direct line drawn from Cape Delgado, passing two degrees seaward of the Island of Socotra, and ending at Cape Guadel, and shall suspect that such vessel is engaged in the slave trade, the said Cruizers are permitted to detain and search it.

2nd.—Should it on examination be proved, that any vessel belonging to myself, or my subjects, is carrying slaves, whether men, women, or children, for sale, beyond the aforesaid line, then the Government Cruizers shall seize and confiscate such vessel and her cargo. But if the aforesaid vessel shall pass beyond the aforesaid line, owing to stress of weather, or other case of necessity not under control, then she shall not be seized.

3rd.—As the selling of males and females, whether grown up or young, who are "Horr," or Free, is contrary to the Mahomedan religion, and whereas the Soomalee Tribe is included in the "Ahrar," or Free, I, Sultan bin Suggur, do hereby agree, that the sale of males and females, whether young or old, of the Soomalee Tribe, shall be considered as Piracy; and that after four months from this date, all those of my people convicted of being concerned in such an act, shall be punished the same as Pirates.

Seal of (L. S.) SULTAN BIN SUGGUR.

(True translation.)

(Signed) S. HENNELL,
Resident in the Persian Gulf.

A similar agreement to the above was entered into by SHAIKH KHALIFA BIN SHUKHBOOT, on the 1st July 1839; and by SHAIKH MUKTOOM of Debaye, and SHAIKH ABDOOLLAH BIN RASHID, of Amulgavine, on the 2nd of the same month.

(Signed) S. HENNELL,
Resident in the Persian Gulf.

Translation of an Engagement entered into by SHAIKH SULTAN BIN SUGGUR, *Chief of Ras-ool-Khymah and Shargah, for the abolition of the African Slave Trade in his Ports. Dated the* 30*th April* 1847.

It having been intimated to me by Major Hennell, the Resident in the Persian Gulf, that certain conventions have lately been entered into by His Highness the Imaum of Muscat, and other powers, with the British Government,

for the purpose of preventing the exportation of slaves from the African Coast and elsewhere; and it having moreover been explained to me, that in order to the full attainment of the objects contemplated by the aforesaid conventions, the concurrence and co-operation of the Chiefs of the several ports situated on the Arabian Coast of the Persian Gulf, are required; accordingly, I, Shaikh Sultan bin Suggur, Chief of the Joasmee Tribe, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of slaves from the Coast of Africa and elsewhere, on board of my vessels, and those belonging to my subjects or dependents; such prohibition to take effect from the 1st day of Mohurrum, 1264, A. H., (or 10th December 1847, A. D.).

And I do further consent, that whenever the Cruizers of the British Government fall in with any of my vessels, or those belonging to my subjects or dependents, suspected of being engaged in the slave trade, they may detain and search them; and in case of their finding that any of the vessels aforesaid have violated this engagement, by the exportation of slaves from the Coast of Africa or elsewhere, upon any pretext whatever, they, the Government Cruizers, shall seize and confiscate the same.

Dated this 14th day of Jumadee-ool-Awul, 1263, A. H., or 30th day of April 1847, A. D.

(True translation.)
(Signed) S. HENNELL,
Resident in the Persian Gulf.

L. S.

SHAIKH SULTAN BIN SUGGUR.

The five following maritime Arab Chiefs entered into engagements precisely similar to the above, on the dates mentioned opposite their respective names:—

1. SHAIKH MUKTOOM, of Debaye, on the 30th April 1847.
2. SHAIKH ABDOOL AZEEZ, of Ejman, on the 1st May 1847.
3. SHAIKH ABDOOLLAH BIN RASHID, of Amulgavine, do.
4. SHAIKH SAEED BIN TOHNOON, of Aboothabee, on the 3rd May 1847.
5. SHAIKH MAHOMED BIN KHULEEFA, of Bahrein, on the 8th May 1847.

(Signed) S. HENNELL,
Resident in the Persian Gulf.

Preliminary Treaty with the Shaikhs of Bahrein, dated 5th February 1820.

In the name of God, the merciful, the compassionate.

Know all men, there hath come into the presence of General SIR WILLIAM GRANT KEIR, SYUD ABDOOL JULEEL, Vakeel on the part of the SHAIKHS SOLEYMAN BIN AHMUD and ABDOOLLAH BIN AHMUD, and there have passed between the General and the said Abdool Juleel on the part of the above-named, the following stipulations :—

ARTICLE I.—That the Shaikhs shall not permit from henceforth, in Bahrein or its dependencies, the sale of any commodities which have been procured by means of plunder and piracy, nor allow their people to sell any thing of any kind whatsoever to such persons as may be engaged in the practice of plunder and piracy, and if any of their people shall act contrary hereto, it shall be equivalent to an act of piracy on the part of such individuals.

ARTICLE II.—That they shall deliver up all the Indian prisoners who may be in their possession.

ARTICLE III.—The Shaikhs Soleyman bin Ahmud and Abdoollah bin Ahmud shall be admitted to the terms of the General Treaty with the Friendly Arabs.

Issued at Shargah, in triplicate, on Saturday the twentieth of the month of Rubee-oos-Sanee, in the year of the Hijree one thousand two hundred and thirty-five (corresponding to the fifth of February 1820).

L. S. (Signed) W. GRANT KEIR,
Major General.

(The exact translation.)
(Signed) T. P. THOMPSON,
Captain 17th Light Dragoons, and Interpreter.

L. S. (Signed) The above articles are accepted by me, in quality of Vakeel of the Shaikhs named above.

SYUD ABDOOL JULEEL BIN SYUD YAS AL TABATABAEE.

Articles of Agreement entered into, under the mediation of the British Government, between SHAIKH ABDOOLLAH BIN AHMUD, *Chief of Bahrein, and* RAHMAH BIN JAUBIR, *dated 7th February* 1824.

1st.—There shall be peace for ever between Shaikh Abdoollah bin Ahmud and Rahmah bin Jaubir, and their respective tribes, families, and connexions, on the following terms:—

2nd.—Rahmah bin Jaubir engages to withdraw his protection from the tribe Aboo Soomet, which were the aggressors in the outrage which caused the misunderstanding between the two parties, and Shaikh Abdoollah bin Ahmud has full permission to revenge himself on those people for the blood spilt on that occasion.

3rd.—Rahmah bin Jaubir likewise engages to restore the five boats taken at that time, with the whole of their stores and cargoes; or an equivalent in money, should it be found impracticable at this distant period, to return the boats in the same condition they were in at the time of capture.

4th.—Rahmah bin Jaubir promises to give up the whole of the cargo of the boat "Nasery," which was captured at Bahrein, and to produce a certificate from the owner of the boat, that he has received full indemnification for the losses sustained on that occasion.

5th.—The people of Bahrein shall be at liberty to proceed to Damaum, to identify the boats that may have formerly belonged to them, and to bring away all that they can prove to have been originally their property.

6th.—Rahmah bin Jaubir binds himself, his relations and tribe, to abstain in future from all acts of aggression or insult against Shaikh Abdoollah bin Ahmud, and the people of Bahrein, to consider them as brothers, and to assist them against all enemies.

(Signed) ABDOOLLAH BIN AHMUD,
„ RAHMAH BIN JAUBIR.

Bahrein, 7th February 1824.

Signed, sealed, and exchanged in my presence,
(Signed) E. G. STANNUS, C. B.,
Resident in the Gulf of Persia.

JOASMEE CHIEF.

Kuolnamah, or Agreement between SHAIKH ABDOOLLAH BIN KROOSH, *on the part of* SHAIKH ULMAS SHAIKH AMEER, SULTAN BIN SUGGUR BIN RASHID JOASMEE, *and* CAPTAIN DAVID SETON, *on the part of the Hon'ble East India Company. Dated 6th February* 1806.

In Bunder Abbas, this 6th day of February 1806, the following was agreed, promised, and sworn to :—

1st.—There shall be peace between the Hon'ble the East India Company and Sultan bin Suggur Joasmee, and the whole of his dependents and subjects, on the shores of Arabia and Persia, and they shall respect the flag and property of the Hon'ble East India Company and their subjects, wherever and in whatever it may be; and the same the Hon'ble East India Company towards the Joasmee.

2nd.—Should the Joasmees infringe the above, they shall be liable in the sum of dollars 30,000, and on this condition Captain David Seton agrees to receive from Ameer Sultan bin Suggur, the brig now laying at Muscat, and to drop the claims to the cargo, guns, &c., of the said vessel, and the "Shannon."

3rd.—Whatever British property shall be found in the same fleet shall be restored.

4th.—Should any British vessel touch on the coasts of the Joasmees, for wood or water, or be forced on shore by stress of weather, or any other cause, the Joasmees shall assist and protect the said vessel, and permit it to be disposed of or carried away, as their owners shall see fit, without claim or demand.

5th.—Should Suood compel the Joasmees to infringe this peace, they shall give three months' previous notice in all cases.

6th.—When the above is confirmed and ratified by both parties, the Joasmees shall frequent the English ports, from Surat to Bengal, as before.

(Signed) ABDOOLLAH BIN KROOSH,
„ DAVID SETON,
Resident.

Confirmed by the Right Hon'ble the Governor General of India in Council, on the 29th April 1806.

ARAMRA AND BÉT

Agreement executed by RANA SHREE SUGRAMJEE, *of Aramra, and* KOONWUR BABJEE, *of Bét, by the Agency of* UDHIKAREE SUDARAM, *renouncing in future Piracy and all right to Wrecks.*

I, Rana Shree Sugramjee, of Aramra, do hereby bind myself to this writing, which includes Bét and Aramra, and what is here written I agree to abide by.

Seal of Koonwur Babjee, of Bét.

(Signed) (Suhee) by RANA SUGRAMJEE.

Be it known to all, that I, Koonwur Babjee, of Bét, by the Agency of Udhikaree Sudaram, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of agreement, concluded by Udhikaree Sudaram on my part, and by Major Alexander Walker on the part of the Honorable Company.

Article I.—Whereas the duty of protecting those who travel or trade by land, extends equally to those who travel and trade by sea, I do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy, receive protection or assistance in my ports. I do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks to which an owner, capable of proving his right, may appear.

ARTICLE II.—The Hon'ble Company's vessels and subjects shall at all times have admission in my ports, for the purpose of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the countries and harbours of the Hon'ble Company.

ARTICLE III.—As the Temple of Bét is consecrated to the worship and adoration of the Supreme Being, the Honorable Company will be always disposed to afford the Temple, for those holy purposes, every suitable encouragement and protection.

ARTICLE IV.—It is further agreed to by me, that to prevent all future cause of dispute or of misunderstanding, the Hon'ble Company may appoint Soondurjee Sheojee, or one of his connexions, to reside at Bét, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary to ascertain that all these Articles are observed inviolably.

Magsur Sood, 15th Sumvut 1864, *or 14th December*, A. D., 1807.

(A true copy.)

(Signed) ARCHIBALD ROBERTSON.

Purwanah from the Government of the Hon'ble Company to BAEE KATTYANEE *and* UDHIKAREE SUDARAMJEE, *of Bét; and* RANA SUGRAMJEE, *of Aramra, dated 21st November* 1809.

Whereas the States of Bét and Aramra having heretofore encouraged the practice of piracy, but having, by engagements entered into with Lieutenant Colonel Walker, in the year 1865 (1807), relinquished this disreputable practice, and by an arrangement recently concluded with the same officer at Poseetra, having afforded restitution for the past, therefore the Hon'ble the Governor in Council of Bombay being willing to encourage, by every possible means, the abolishment of piracy, and the return to habits of good order and regularity, does by this Purwanah grant to you a full and absolute acquittal in the most unreserved manner for and on account of all past piracies andaggressi ons, and henceforward on those accounts the Company's Government have no claim whatever on you, nor will you suffer any kind of molestation.

In full confidence, therefore, of receiving every possible protection and support, your merchant vessels may proceed to sea without fear of molestation and hindrance. And moreover, the Temples of Bét and Aramra being places of Hindoo religious veneration and worship, they will receive from the Hon'ble Company's Government every just support and protection.

(Signed) A. WALKER,
Resident.

Confirmed by the Hon'ble the Governor in Council on the 16th December 1809.

BAGDAD.

Locus sigilli.

Furman from the Pacha of Bagdad to the Motusullim of Bussora, dated Mohurrum 1173 *(corresponding with* A. D. 1759).

To the Chief of the Siads, Zons, and Freeholders, our Aga, the Motusullim of Bussora, for the time being (whose state God increase), be it known unto you that my commands are as follow: In the city of our great Sultan, called Bussora, there is an English Balyooz or Chief of the Merchants, &c.; his nation being in peace with our high Porte (whose grandeur God continue everlastingly), therefore there in his hands, the high and respectable capitulations of our lofty Porte, to which all submission must be paid, and it behoves all men to obey the orders therein contained. Therefore in the manner that it is commanded and ordered, in said high capitulations, Article by Article, whether regarding the customs and all things relative thereto, or whether regarding other matters, or whether the respecting, favouring, assisting, and protecting the said English Balyooz, and his effects, agreeable to the said high capitulations, you must, as ordered by our great Sultan, in all things conform and pay obedience thereto, and you must not in any the least respect depart from, or act contrary to the said respected capitulations. And this our Booyooroldi or order I send you for this purpose: When it arrives you, be it known unto you, that it is by us directed, that conformable to said high capitulations, which are the commands of our great Sultan, the English Balyooz you are to aid, assist, and protect, and in all other respects you are to pay obedience thereto, and from the letter of said high capitulations you must not in any respect depart; and agreeable to this our order or Booyooroldi, you are commanded to act.

L. signandi,
Mohurrum, 1173.

Imperial Furman granted by SULTAN MOOSTUFA,* *constituting* ROBERT GARDEN, ESQ., *British Consul at Bussora, issued on the 27th day of the month Sufur, in the year of the Hijra* 1178 *(corresponding with* A. D. *26th August* 1764).

In these times the English Ambassador residing at our Court, Henry Nevill Esq., has presented to us a formal memorial, to the following effect, that the English Envoys at Aleppo, Alexandria, Tripoli in Syria, the Grecian Islands, Tunis, Tripoli in Barbary, Sakoo, Smyrna, and Egypt, and the other considerable towns having scales or ports in our dominions, may have the power of appointing Consuls, of their own nation, and in the event of their choosing to change any of them, and appoint others in their room, that no person may be permitted to interfere, or to prevent such an arrangement. Now, be it known, that former agreements have established this. Moreover, it appears that before the present period the East India Company had sent a person to Bussora, by name William Shaw, Esq., to represent them, and superintend their affairs, who was not possessed of any consulary Birat, but upon the expiration of his period of service, and his removal, they appointed in his room the bearer of these Royal letters, Robert Garden, Esq., who was also furnished with a commission from the Company. Now, according to the tenor of former engagements, as well as in compliance with the wishes of the Ambassador, it became proper and necessary to deliver the Birat in question into his hands. We accordingly have consigned to him our Royal Diploma.

According to what we have written, the aforesaid Robert Garden, Esq., is constituted British Consul, under the Regulations to be here explained by us, as well in regard to his latitude of action, as the conduct to be observed towards him.

1st.—He is nominated and appointed Consul in Bussora.

2nd.—He shall have full and sole power of taking cognizance of all affairs concerning those of the nation to which he belongs, such as Captains of ships, Merchants, and also all who may be under the protection of the English flag: all matters relating to the above are to be under his peculiar care. Without his express written order, no English vessel shall be permitted to come to Bussora. The servants of the Consul shall not be subject to the Poll tax, or any other species of tax or tribute; their butchers shall not pay any duty; in fact, the aforesaid description of persons must be protected from any kind of contribution.

* Sultan of the Sublime Porte.

In the event of their purchasing male and female slaves, they shall also be exempted from the above-mentioned duties.

No person shall interfere in respect to their furniture, or eatables, or drinkables, for these have been privileges of old standing; such articles, too, shall be free from customs.

No person shall dare to imprison or put in fetters, either the Ambassador, or the Consul, or their Agents, neither shall their houses be sealed up.

Should the Consuls, where they reside, have with them a Military Detachment, and wish to place them in separate houses, let none molest them for so doing.

We repeat that their male and female slaves are to be exempted from taxes, as are the butchers from duties, all which exemptions are of old.

In the event of the Consul conceiving himself aggrieved, or any person having cause of complaint against him, we, in conformance to former agreements, hereby order, that the matter be referred to our Court for decision, and that you shall not hear the discussion elsewhere.

Should the aforesaid Consul happen to travel, in whatever parts he may choose to visit, either by sea or land, he and his suite, and servants, cattle, and goods, shall be sacred from any harm; and upon his return, if he should, from not being provided with a stock of necessaries, wish to make requisite daily purchases on the road, let none refuse to supply him, or dare to engage in disputes with him.

In places where danger may be apprehended, they shall be permitted to wear the turban, the sword, to ride on horseback, to carry the bow, spear, and all the appurtenances of war, and whatever Cathies or others should see them so provided, they are not to molest them.

But should they exceed the bounds of these agreements, privileges, or concessions, you are to restrain them, for such observation and precaution are necessary.

To all future times these regulations and instructions shall be valid, for we shall neither permit the smallest infringement, nor sanction the smallest excess thereof. We have therefore issued these Royal commands.

Dated Constantinople, the 27th day of the month Sufur, in the year of the Hijra 1178 *(corresponding with* A. D. 26*th August* 1764).

Translation of an Imperial Ottoman Diploma, granted by the Sublime Porte, on the 2d November 1802, *to* HARFORD JONES, ESQ., *British Consul of Bagdad and the Environs.*

At the request of Lord Elgin, English Ambassador to the Sublime Porte, in a memorandum given to us by him, to wit, that in consequence of the capitulations, the English Ministers having named Consuls at the ports of Aleppo, Alexandria, Tripoli of Syria, Algiers, Tripoli of Barbary, Tunis, Scio, Smyrna, Egypt, and other parts requiring Custom Houses, and wishing shortly to change or replace them by others, and having for the present assigned and established as Consul in the city of Bagdad and its environs, Harford Jones, Esq., a British subject, and residing in the said city of Bagdad, in order to protect the affairs of British merchants established there, or of travellers, we have given him our Imperial Birat, in conformity with the requisitions of the said capitulations, confirming and ordaining the said Hardford Jones, Esq., as Consul in the said city of Bagdad; that in conformity with the said capitulations, the affairs of merchants and travellers under the protection of the British flag in this country, in cases of difficulty arising, should be referred to him, and that the departure of all vessels should take place only under his cognizance, and that no public servants under his orders should be molested under the pretext of tribute, or certain regulations entitled Kharatz,* neither of others named Avariz,* nor of such as are levied by ships called Cassab Akeessi,* nor other arbitrary impositions called Tekialifi Orfye;* that no one shall exact the Kharatz,* nor other dues for male and female slaves in his service, and that no person shall interfere nor obstruct the domestic affairs of the said Consul, but on the contrary, they shall be free from all impositions, according to the prevailing customs, neither shall they be subject to customs, or excise duties; that the Consul, being established by the British Ministers, is not subject to imprisonment; that his house cannot be closed, or searched, or have any body of troops lodged therein; that assistants and slaves belonging to him shall be free and exempt from Kharatz and Avariz, Cassab Akeessi, and from all Tekialifi Orfye;* that any complaint made by any person against him shall be referred to our Court, and cannot be disposed of by any other means; that should the said Consul find it necessary to travel into any part of the country, either by land or by sea, at any stations or ports he may arrive at, no one shall molest him, or his servants, or cattle, or baggage, guides, or any thing connected with him; that any Captain of country vessels, on being paid, shall be compelled to carry his provisions, according to the prevailing regulations, and that no one

* Turkish taxes.

shall seek pretext for disputes against him; and that in dangerous parts of the country he be allowed to wear a white turban, sabre, bow, or other warlike instruments.

That all Judges and Commandants, or others, shall not molest him, but shall assist and protect him, and shall prevent any one from throwing obstacles in his way, and always behave towards him in conformity with the capitulations; and that no one shall presume to oppose, but on the contrary, shall give every credence to this decree, which is issued under our most respectable and noble Seal.

Given under our hand this 7th day of the Moon of Rujub, 1217, *(that is to say, 2nd November* 1802,) *in our well guarded city of Constantinople.*

Decree issued on the 5th June 1812, *by the Pacha of Bagdad, to the Motusullim of Bussora, for preventing the desertion at that place of Sailors from the Hon'ble East India Company's Vessels.*

It is declared that the sailors and those who work on board the cruizers and merchant ships of the British Government, sometimes, by drunkenness or other offences, incur the displeasure of their Captains, and become liable to just and necessary punishment and correction; and moreover be it known, that should the sailors or workmen aforesaid, in order to escape such chastisement, take refuge with and expect protection from either yourself or the head Captain of Shutel Arab (vulgarly called the Captain Pasha), you shall by no means afford them protection, but deliver them up to the Agent at Bussora of the esteemed Resident of the British Government at Bagdad. In which intention this order has been written, decreed and transmitted. When this shall reach you, by the power of the Most High, you will immediately regulate your conduct and act by the decree contained in it.

Dated at Bagdad, this 5th day of June 1812.

L. S.

Decree issued on the 5th June 1812, *by the Pacha of Bagdad, to the Motusullim of Bussora, prohibiting the sale at that place of any Natives of India as Slaves.*

It is declared, that in consideration of the amicable relations subsisting between the Sublime Government, of perpetual strength and internal stability (*i. e.* the Porte), and the British Government, whose friendship it behoves us to cultivate, should the Captain or crew of ships trading on the seas, whether belonging to Bussora, or Muskat, steal and bring subjects of the aforesaid Government in India, either males or females, natives of India, for sale at Bussora, in the manner of Negro male and female slaves, and the Agent of the esteemed Resident at Bagdad, for the British Government (established at Bussora), prove that the aforesaid male and female slaves are not Negroes, but natives of India, who have been kidnapped, they shall be taken from the hands of the thieves and despoilers, and delivered up into his hands, and for carefully establishing this clear law in the Government, this order is written, decreed, and transmitted, with the power of the Most High! When this shall reach you, you will immediately regulate your actions and conduct by the articles contained in it.

Dated at Bagdad, this 5th day of June 1812.

L. S.

Engagement entered into with the Hon'ble East India Company, through their Agent, CAPTAIN R. TAYLOR, *by* H. H. DAOOD, *Pacha of Bagdad, in August* 1823.

The Dragoman of the English nation has arrived here (Bagdad), bearing a sealed despatch from the Government, and a letter from yourself (Captain Taylor, Political Agent at Bussora), containing the following demands :—

1st.—A compliance with all stipulations contained in the Imperial Treaties and Regal Furmans, ancient or recent.

2nd.—The restitution of whatever was taken from Mr. Sturmey, above the proper rate of Customs, and of such property of Scoododa as was damaged or lost.

3rd.—Whatever may be deemed to constitute the complete safety in every respect of the life, property, and honour of all Agents or Wukeels of the Government, of their protected dependents and subjects, together with an attentive regard for their views, wishes, a due estimation and honouring of them, and an admission of their right to grant asylum, and all other claims, according to their ancient rights and customs, and that they may entertain as many servants as they see necessity for.

4th.—Should hereafter an Agent not an Englishman be established at Bagdad, he shall unquestionably meet with every proper honour and consideration, as it is due to his station.

5th.—Bills of Exchange shall not be taken from their Shroffs by force, nor money from their dependents or *protégées* by compulsion, nor shall temporary or arbitrary taxes of any kind ever be levied on their landed or other property, contrary to their due right and custom.

6th.—No tax, except one previously well defined and arranged, shall be levied on boats the property of British subjects and *protégées*, such for instance as pass between Bussora and Bagdad; nor shall their boats be seized for the public service; nor shall the property of merchants, being British subjects or *protégées*, arriving at Bagdad, otherwise than as is usual on the arrival of the same at Bussora, enter the Custom House contrary to stipulation and covenant.

7th.—Should British subjects and *protégées* lose any property in the town, or on public roads, and by theft or plunder, every exertion shall promptly be made to recover the same.

8th.—Should any dependent of the Government suffer from any of our subjects offence or injury, the injured individual shall receive immediate satisfaction and reparation.

9th.—In commercial dealings, goods having been bought shall not be returned, except on legal and just plea, and commercial disputes shall be adjusted by an assembly of merchants, according to mercantile usage.

10th.—Should British or Indian seamen desert, they shall not be forced to become converts to Islam, and in case of their willing conversion, they shall be subsequently delivered up to their duty, in order to prevent any detriment to the interest of the ship.

11th.—A spot shall be assigned on lease to the Resident, for a house and garden, wherever he may point out.

12th.—The proven claims of British *protégées* to be enforced on whomsoever of our subjects it may be, without the smallest loss or injury to the claimants.

We have considered and fully comprehended these demands, in like manner also as we are convinced of the very great and faithful regard of His Imperial Highness for the English Nation. With regard, therefore, to such part of them as are contained in those Imperial treaties and Royal decrees which are in their hands, it has even been fulfilled to them hitherto, and we shall continue likewise to observe it in time to come, and this too in due consideration of the full-

ness of that valued friendship, and abundance of ancient and lasting unanimity which has existed between the two States in ages past.

With respect, however, to the overplus of Customs taken from Mr. Sturmey, and the goods lost to Mr. Scoododa, we have made investigation, and discovered that these circumstances occurred by chance, and not from premeditation; we have consequently returned them to the Dragoman above-mentioned, as we cannot consent to any conduct towards the British Government contrary to treaty and covenant, our friendship for them being of ancient date, and also in compliance with the engagements of our predecessors up to the present date.

In conformity, therefore, with the firm and lasting alliance formed between the Imperial and British Governments, with a view to confirm and secure the foundation of that faithful alliance, and to strengthen the bonds of the immutable and important union set forth in the Imperial treaties and Royal edicts which are in their possession, and in conformity with ancient rule and former precedent, we have agreed to the observance of all the stipulations above-mentioned, and have sealed this instrument as a proof of our consent, and delivered the same into the hands of the Dragoman aforesaid.

Be you therefore informed of this, and consider it as fully efficient.

Dated Bagdad, August 1823.

Seal of Daood Pacha.

Booyooroldi from His Highness Hajee Ali Reza, *Pacha of Bagdad, Aleppo, Diarbekur, and Moosil, to the Political Agent at Bussora, dated 27th Rubee-oos-sanee,* A. H. 1247, *or* A. D. *2nd October* 1831.

Official seal.

To the spiritual leader of Islam, the Lieutenant (of the Quadhee of Constantinople) at Bussora; to His Excellency the Mooftee Ufundee of Bussora, whose piety and excellence be increased; to the Chief of the exalted Ministry and Government, the Motusullim Agha, be his rank and station increased; and to the elders and men of weight of the Council and country, whose dignity be magnified. In reference to all affairs supervening at Bussora, and relating to the excellent Resident of England, the high and exalted Mr. Taylor, Balyooz Beg, residing with our eternal Government, and in observance of his rights, and those of his agents, interpreters, and all his *protégées* and dependents, and of all the subjects of his Government, and the merchants and ships arriving from Hindoostan, according to the stipulations

and Treaties which have been arranged and ratified with our exalted State, as they have been held in times preceding, to which we adhere, and for which we even exceed the former regard, out of a wish to protect their rights; So you also, the Nayeb Ufundee, and Mooftee Ufundee, and Motusullim Aga and Oyan (inferior Ministers), will, in like wise, deport yourselves towards, and protect the rights, and regard the just claims of the dignified Mr. Taylor, Beg, his agents, interpreters, *protégées* and dependents, and the Subjects of the Government arriving from Hindoostan, and their Ships and Merchants, and all others soever, conformably to what we have promulgated in this our Booyooroldi, which you will, on no account, infringe; And thus be it known unto you.

Dated at Bagdad, this 27th Rubee-oos-sanee, A. H. 1247, *(or the 2nd October* 1831, A. D.)

BALASINOR.

Agreement regarding Opium, entered into by the Babee of Balasinor, on the 30th August 1820.

The Sirkar has been pleased to furnish me with copies of the OPIUM Regulations, viz., Regulation I., 1818, and Regulation II., 1820. According to these enactments, I shall, in my villages, regulate the Opium. Should any person, however, in breach of the Hon'ble Company's Regulations, import Opium, I consent that any one, on the part of the Hon'ble Company, may seize the same in my Talooka.

I shall make the Hon'ble Company's Regulations known to my Ryuts, and take care that they are respected.

Besides, as to the Opium required for the internal consumption of my country, the people of my Talookas shall bring it from such Depôt as the Sirkar may prescribe, and sell it by retail, according to such rules as may be in force in the Hon'ble Company's Districts.

(Signed) by WUJOO MUJMOODAR,
On the part of BABEE ABUD KHAN SULABUT KHAN.

(True translation.)
(Signed) ARCHIBALD ROBERTSON,
Collector of Kaira.

BALMEER.

Agreement entered into by the Chiefs of Balmeer, with the Resident in Kutch, dated 14th February 1834.

We, RATHORE BHOOPUT SINGJEE, and KHANJEE, and DHEERJEE, and SALIM SINGJEE, in the names of ourselves, and all our brethren, give this writing. The Baharwuteeas were in the habit of residing in Parkhur, and other places, and committing depredations, in which they were joined by the plunderers of the Desert, some of whom lived in our District. The British Government sent an army in 1889 (1832-33) to suppress the robbers, and during the operations, our town of Balmeer was attacked, and we all made prisoners, and confined for a year in the Fort of Futteghur, in Waugur. After this, we represented that we were ready to obey any orders the British Government might issue, and all our brethren gave a Paper, agreeing to abide by whatever we four might arrange with the said Government, on which they were released, and we four brought to Bhooj. We accordingly, of our own free will and consent, agree to receive an outpost of British troops at our Town, and whenever we are sent for, we will come and attend the troops to their station, and will do all in our power to act up to the wishes of the British Government, whose friends shall be our friends, and *vice versâ*.

None of us will ever again harbour Baharwuteeas, and should any enter our District, we will do our best to seize and deliver them up, and will, in all respects, obey all orders we may receive.

We agree to what we write above, of our own perfect free will, and hereby pledge our faith to it; and, in consequence, the Government is about to kindly permit us to go home.

We take Shree Mulinath, and all our household Gods, as witnesses to this Agreement, and bind our successors to the same.

Dated the 5th of Phalgoon Shoodh 1890, *Sumvut, (or the 14th of February* 1834, A. D.)

(Signed) by the above-named Rathores,
in their own hand-writing.

Witnessed by

1. JHAREJA CHANDABHAEE, of Nangurchi.
2. JHAREJA NARUNJEE, of Mhow.
3. JHAREJA PRAGJEE, of Mohtala.

4. JHAREJA DOSAJEE, of Kotree.
5. LUKHMEEDASS WULLUBJEE, Minister.
6. JHAREJA GORJEE, of Mohtala.
7. DEDHA BHOJRAJEE MORJEE.
8. MOONSHEE SEWUKRAM CHUTRUBHOOJ.
9. JHAREJA NATHAJEE, of Sunwa.
10. WAGHELA MEPJEE, of Belah.
11. GOHEL NOWGHUNJEE.

Written by PURSHOTUM MOTEE, Chief Secretary to the Kutch Government.

(Signed) H. POTTINGER,
Resident in Kutch.

BANSWARA.

Treaty with the Raja of Banswara, dated the 16th September 1818.

Treaty between the Honorable the English East India Company and RAEE RAYAN MAHA RAWUL SHREE OOMED SING BAHADOOR, *Raja of Banswara, and his heirs and successors, concluded on the part of the Honorable English East India Company by Mr.* CHARLES THEOPHILUS METCALFE, *in virtue of full powers granted to him by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, and on the part of Maha Rawul Shree Oomed Sing Bahadoor by* RUTUN JEO PUNDIT, *in virtue of full powers granted by the Maha Rawul.*

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the British Government and Maha Rawul Shree Oomed Sing Bahadoor, Raja of Banswara, and his heirs and successors; and the friends and enemies of either of the contracting parties shall be the same to both.

ARTICLE II.

The British Government engages to protect the principality and territory of Banswara.

ARTICLE III.

The Maha Rawul, and his heirs and successors, will always act in subordinate co-operation with the British Government, and with due submission to its supremacy, and will not, henceforth, have any connexion with other Chiefs and States.

ARTICLE IV.

The Maha Rawul, and his heirs and successors, shall remain absolute rulers of their territory and principality, and the Civil and Criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE V.

The affairs of the principality of Banswara shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

ARTICLE VI.

The Maha Rawul, and his heirs and successors, will not enter into negociations with any Chief or State, without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

ARTICLE VII.

The Maha Rawul, and his heirs and successors, will not commit aggressions on any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE VIII.

The Maha Rawul, and his heirs and successors, will pay tribute to the British Government, to the extent of three-eighths of the revenue of their possessions.

ARTICLE IX.

The State of Banswara shall furnish troops, on requisition, according to its means, for the service of the British Government.

ARTICLE X.

This Treaty, of X. Articles, having been concluded, and signed and sealed, by Mr. Charles Theophilus Metcalfe and Rutun Jeo Pundit, the ratifications of the same, by His Excellency the Most Noble the Governor General and

Maha Rawul Oomed Sing, shall be exchanged within two months from this date.

Done at Delhi, the 16th day of September, A. D. 1818.

(Signed) C. T. METCALFE. (Signed) RUTUN JEO PUNDIT.

L. S. L. S.

The Hon'ble Company's Seal.

(Signed) HASTINGS.
G. DOWDESWELL.
J. STUART.
C. M. RICKETTS.

Ratified by His Excellency the Governor General in Council, this tenth day of October, One thousand eight hundred and eighteen, at Fort William.

(Signed) J. ADAM,
Chief Secretary to Government.

Supplementary Article of the Treaty of the 16th of September 1818, *between the Honorable the English East India Company and* RAEE RAYAN MAHA RAWUL SHREE OOMED SING BAHADOOR, *Raja of Banswara.*

Whereas the Maha Rawul declares that, heretofore, he has never paid fixed tribute to any one, it is hereby agreed, that if any Chief lay claim to tribute, and prove his right, the settlement of such claim shall be submitted to the arbitration of the British Government.

Done at Delhi, 16th September, A. D. 1818.

(Signed) C. T. METCALFE. (Signed) RUTUN JEO PUNDIT.

L. S. L. S.

The Hon'ble Company's Seal.

(Signed) HASTINGS.
G. DOWDESWELL.
J. STUART.
C. M. RICKETTS.

Ratified by His Excellency the Governor General in Council, this tenth day of October, One thousand eight hundred and eighteen, at Fort William.

(Signed) J. ADAM,
Chief Secretary to Government.

Treaty with the Raja of Banswara, dated the 25th December 1818.

Treaty between the Honorable East India Company and RAEE RAYAN MAHA RAWUL SHREE OOMED SING, *Raja of Banswara, his heirs and successors, concluded on the part of the Honorable East India Company by* CAPTAIN JAMES CAULFIELD, *under authority from Brigadier General Sir John Malcolm, K. C. B. and K. L. S., Political Agent for the Most Noble the Governor General, and Raee Rayan Maha Rawul Shree Oomed Sing, Raja of Banswara, on his own part and that of his heirs and successors; the said Brigadier General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis, Marquis of Hastings, K. G., one of his Britannic Majesty's Most Honorable Privy Council, appointed by the Honorable East India Company to direct and control all their affairs in the East Indies.*

ARTICLE I.

There shall be perpetual alliance, friendship, and unity of interests, between the British Government and Maha Rawul Shree Oomed Sing, Raja of Banswara, his heirs and successors; and the friends and enemies of either of the contracting parties shall be the same to both.

ARTICLE II.

The British Government agrees to protect the principality and territory of Banswara.

ARTICLE III.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British Government, and with due submission to its supremacy, and will not, henceforth, have any connexion with any other Chief or State.

ARTICLE IV.

The Maha Rawul, his heirs and successors, shall remain absolute rulers of their territory and principality, and the Civil and Criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE V.

The affairs of the principality of Banswara shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

ARTICLE VI.

The Maha Rawul, his heirs and successors, will not enter into negociations

with any Chief or State, without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

ARTICLE VII.

The Maha Rawul, his heirs and successors, will not commit aggressions upon any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE VIII.

The Maha Rawul, his heirs and successors, engage to pay to the British Government all arrears of tribute due to the Raja of Dhar, or any other State, in such annual payments, and at such periods, as his income may admit of, it being left to the discretion of the British Government to fix the same.

ARTICLE IX.

The Maha Rawul, his heirs and successors, to continue the payment of tribute to the British Government, which tribute is to increase annually, as the territory of Banswara recovers its prosperity, till it arrives at whatever amount the British Government may deem adequate to cover the expense incurred by protecting the State of Banswara, provided that such tribute does not exceed three-eighths of the revenue of the country.

ARTICLE X.

The Maha Rawul, his heirs and successors, agree that the military force of the country shall always be at the disposal of the British Government.

ARTICLE XI.

The Maha Rawul, his heirs and successors, agree never to entertain in their service any Arabs, Mukranees, Sindees, or other Foreigners, but that their Army shall be composed of the Military Class of the Inhabitants of the country.

ARTICLE XII.

The British Government is not to countenance the connexions or relations of the Maha Rawul, his heirs and successors, who may prove disobedient, but to afford to the Maha Rawul aid in bringing them under due control.

ARTICLE XIII.

The Maha Rawul, in the IX. Article of this Treaty, agrees to pay tribute to the British Government; and, for the purpose of securing the same, agrees that in the event of delay or failure in the said payment, a Karkoon on the part of

the British Government be stationed at Banswara, to receive the collections levied at the Chubootra and its dependent Nakas.

This Treaty, consisting of XIII. Articles, has this day been settled by Captain James Caulfield, acting under the direction of Brigadier General Sir John Malcolm, K. C. B. and K. L. S. &c., on the part of the Honorable East India Company, and Raee Rayan Maha Rawul Shree Oomed Sing, Raja of Banswara, on the part of himself, his heirs and successors. Captain Caulfield has delivered one copy thereof, in English, Persian, and Hindoostanee, signed and sealed by himself, to the said Maha Rawul Shree Oomed Sing, from whom he has received a counterpart of the same, bearing his seal and signature.

Captain Caulfield engages that a copy of the said Treaty, ratified by the Most Noble the Governor General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to the Maha Rawul Shree Oomed Sing, within the space of two months from this date, upon which the Treaty executed by Captain Caulfield shall be returned. This Treaty has been concluded by the Maha Rawul Shree Oomed Sing by his own free and unbiassed will, whilst in the full possession of his faculties.

Done at Banswara, this 25th day of December, A. D. 1818, *or the 24th day of the month Sufur, in the year* 1234 *Hijree, corresponding to the 13th day of the month Poos* 1875, *Sumvut.*

(Signed) J. CAULFIELD.

Seal of the Honorable Company.

„ HASTINGS,
„ G. DOWDESWELL,
„ JAMES STUART,
„ J. ADAM.

The Governor General's Small Seal.

Ratified by His Excellency the Governor General in Council this 13th day of February 1819.

(Signed) C. T. METCALFE,
Secretary to Government.

Agreement between the British Government and the MAHA RAWUL SONEE BHUWANEE SING, *Rawul of Banswara, dated the 15th February* 1820.

Whereas, in the VIII. Article of the Treaty between the British Government and the Maha Rawul Shree Bhuwanee Sing, Rawul of Banswara, dated 25th December 1818, corresponding with the 13th month Poos Sumvut 1875; the aforesaid Rawul stipulates to pay to the aforesaid British Government all arrears of tribute, due to the Raja of Dhar, or any other State, up to the date

of the said Treaty, in such annual payments, and at such periods as his income may admit of, according to the discretion of the British Government; and whereas the British Government, taking into consideration the impoverished state of the Rawul's country and Finance, has been pleased to accept a payment of 35,000 Shalim Shaee rupees, being equal to one year's tribute in days of prosperity, in lieu of all the arrears specified in the 8th Article, the Maha Rawul hereby agrees to pay that sum to the British Government by instalments, at the periods following:—

In Phalgoon 1876, Sumvut (corresponding with February 1820, A. D.).. Rs. 1,500.

In Bysakh Sood Poonum 1877, Sumvut (corresponding with April 1820, A. D.)..Rs. 1,500.

In Magh Sood Poonum 1877, Sumvut (corresponding with January 1821, A. D.)..Rs. 2,500.

In Bysakh Sood Poonum 1878, Sumvut (corresponding with April 1821, A. D.)..Rs. 2,500.

In Magh Sood Poonum 1878, Sumvut (corresponding with January 1822, A. D.)..Rs. 3,000.

In Bysakh Sood Poonum 1879, Sumvut (corresponding with April 1822, A. D.)..Rs. 3,000.

In Magh Sood Poonum 1879, Sumvut (corresponding with January 1823, A. D.)..Rs. 3,500.

In Bysakh Sood Poonum 1880, Sumvut (corresponding with April 1823, A. D.)..Rs. 3,500.

In Magh Sood Poonum 1880, Sumvut (corresponding with January 1824, A. D.)..Rs. 3,500.

In Bysakh Sood Poonum 1881, Sumvut (corresponding with April 1824, A. D.)..Rs. 3,500.

In Magh Sood Poonum 1881, Sumvut (corresponding with January 1825, A. D.)..Rs. 3,500.

In Bysakh Sood Poonum 1882, Sumvut (corresponding with April 1825, A. D.)..Rs. 3,500.

Whereas, in the ninth Article of the Treaty aforementioned, the Maha Rawul agrees to pay to the British Government, in lieu of its protection, a tribute according to the prosperity of the country, but not exceeding three-eighths of its actual revenue, and whereas the British Government, desirous of the speedy prosperity of the Rawul's country, has been pleased to direct a settlement of the amount to be paid on account of tribute for the years A. D. 1819, 1820, and 1821, the Maha Rawul agrees to pay the following sums, for the three years above particularised, in the following manner:—

In Phalgoon 1876, Sumvut (corresponding with February 1820, A. D.).. Rs. 8,500.

In Bysakh Sood Poonum 1877, Sumvut (corresponding with April 1820, A. D.)..Rs. 8,500.

Total, Rs. 17,000 for 1819.

In Magh Sood Poonum 1877, Sumvut (corresponding with January 1821, A. D.)..Rs. 10,000.

In Bysakh Sood Poonum 1878, Sumvut (corresponding with April 1821, A. D.)..Rs. 10,000.

Total, Rs. 20,000 for 1820.

In Magh Sood Poonum 1878, Sumvut (corresponding with January 1822, A. D.)..Rs. 12,500.

In Bysakh Sood Poonum 1879, Sumvut (corresponding with April 1822, A. D.)..Rs. 12,500.

Total, Rs. 25,000 for 1821.

This settlement is for three years only, at the expiration of which period the British Government will, according to the terms of the 9th Article of the Treaty, make such a regulation of the tribute as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interest of both Governments.

This agreement was concluded at Banswara, by CAPTAIN A. MACDONALD, acting under the orders of General Sir John Malcolm, K. C. B. and K. H. S., on the part of the British Government, and by the MAHA RAWUL SONEE BHUWANEE SING, on the part of his own Government, this 15th day of February 1820 (corresponding with the 2nd Phogun Sood, year Sumvut Beekurmajeet 1876, and 26 of Rubee-oos-sanee of Hijree 1236).

(Signed) A. MACDONALD,
Assist. to Sir John Malcolm.

RAWUL'S Seal and Signature.

(True Copy.)
(Signed) JOHN PASLEY, A. D.

BARIA.

Agreement between the British Government and MAHARAJ PRUTHIRAJ, *Raja of Baria, his heirs and successors, concluded in March* 1824, *by Captain* A. MACDONALD *on the part of the British Government, and by* RAWUL JEEJEEBHAEE, *on the part of the Raja of Baria.*

1st.—The Raja Pruthiraj having agreed to pay the British Government an annual Tribute for its protection, will make no delay or evasion in fulfilling his engagement.

2nd.—The British Government, in consideration of the debts of the petty State of Baria, will accept the sum of 12,000 Shalim Shaee Rupees annually, as tribute, for six years from the year Sumvut 1880 (corresponding with A. D. 1823-24), to Sumvut 1886 (corresponding with A. D. 1829-30).

3rd.—This tribute shall be paid by instalments as follows :—

For the year Sumvut 1880 (A. D. 1823-24)..12,000 Shalim Shaee Rupees.
First Instalment, 6,000 Shalim Shaee Rupees, to be paid in Asar Sood Sumvut 1881 (corresponding with July 1824).
Second Instalment, 6,000 Shalim Shaee Rupees, to be paid in Kartik Sood Sumvut 1881 (or November 1824).

For the year Sumvut 1881 (A. D. 1824-25)..12,000 Shalim Shaee Rupees.
First Instalment, 6,000 Shalim Shaee Rupees, to be paid in Asar Sood Sumvut 1882 (corresponding with July 1825).
Second Instalment, 6,000 Shalim Shaee Rupees, to be paid in Kartik Sood Sumvut 1882 (or November 1825).

For the year Sumvut 1882 (A. D. 1825-26)..12,000 Shalim Shaee Rupees.
First Instalment, 6,000 Shalim Shaee Rupees, to be paid in Asar Sood Sumvut 1883 (corresponding with July 1826).
Second Instalment, 6,000 Shalim Shaee Rupees, to be paid in Kartik Sood Sumvut 1883 (corresponding with November 1826).

For the year Sumvut 1883 (A. D. 1826-27)..12,000 Shalim Shaee Rupees.
First Instalment, 6,000 Shalim Shaee Rupees, to be paid in Asar Sood Sumvut 1884 (corresponding with July 1827).
Second Instalment, 6,000 Shalim Shaee Rupees, to be paid in Kartik Sood Sumvut 1884 (corresponding with November 1827).

For the year Sumvut 1884 (A. D. 1827-28)..12,000 Shalim Shaee Rupees.
First Instalment, 6,000 Shalim Shaee Rupees, to be paid in Asar Sood Sumvut 1885 (or July 1828).
Second Instalment, 6,000 Shalim Shaee Rupees, to be paid in Kartik Sood Sumvut (or November 1828).

For the year Sumvut 1885 (A. D. 1828-29)..12,000 Shalim Shaee Rupees.
First Instalment, 6,000 Shalim Shaee Rupees, to be paid in Asar Sood Sumvut 1886 (corresponding with July 1829).
Second Instalment, 6,000 Shalim Shaee Rupees, to be paid in Kartik Sood Sumvut 1886 (or November 1829).

4th.—After the expiration of the period above mentioned, the tribute shall be increased in proportion to the amount of the Revenues.*

MAHARAJ SHREE PRUTHIRAJEE GUNGADASJEE, in the hand-writing of RAWUL JEEJEEBHAEE. What is stated above is binding.

Rawul Shree Pruthirajee Gungadasjee, constant servant of Shree Ram.

MEMORANDUM.—This Agreement was ratified by the Government of India on the 20th April 1824.

* NOTE.—On the 4th June 1849, the last Clause of this Agreement was annulled, Government having decided that the tribute payable by Baria should be declared fixed, in perpetuity, at Rs. 12,000 per annum, and not subject to augmentation in the event of the revenues of that State increasing. This Resolution was confirmed by the Hon'ble the Court of Directors in a despatch dated the 7th November 1849.

Engagement by the Raja of Baria against Suttee.

Translation of a Note addressed by MAHARAVUL PRUTHIRAJEE, *of Baria, to* A. REMINGTON, ESQUIRE, *Officiating 1st Assistant Political Commissioner for Guzerat, dated Chytru Vud, 11th Sumvut* 1896, *or the 28th April* 1840, A. D.

Having taken into consideration the subject brought to my notice regarding the abolition of Suttee, I shall enjoin its discontinuance in my Towns and Villages, and prohibit its future observance.

Seal of MAHARAWUL PRUTHIRAJEE.

Dated Chytru Vud 11th, Sumvut 1896, *(corresponding with the 28th April* 1840, A. D.)

BHADURWA.

Engagement by the Chief of Bhadurwa against Suttee.

Translation of a Note addressed by THAKOOR JALUM SING, *of Bhadurwa, to* A. REMINGTON, *Esq., Officiating 1st Assistant Political Commissioner for Guzerat, dated Chytru Shood 7th, Sumvut* 1896, *or the 8th April* 1840, A. D.

Having taken into consideration the subject brought to my notice regarding the abolition of Suttee, I will, agreeably to the wishes of Government, prohibit Suttee in my territory.

(Signed) JALUM SING.

Dated Chytru Shood 7th, Sumvut 1896, *(corresponding with the 8th April* 1840, A. D.)

BHOPAL.

Treaty with the Nuwab of Bhopal, dated the 26th February 1818.

Treaty between the Honorable the East India Company and the Nuwab NUZUR MAHOMED KHAN NALU, *of Bhopal, concluded by Captain* JOSIAH STEWART, *on the part of the Honorable Company, in virtue of full powers*

granted by His Excellency the Marquis of Hastings, K. G., Governor General, &c. &c., and by KURUM MAHOMED KHAN BAHADOOR *and* SHAIKH ZAD MUSSUH SAHEB, *on the part of the Nuwab Nuzur Mahomed Khan, in virtue of full powers granted by the Nuwab.*

ARTICLE I.

There shall be Perpetual Friendship, Alliance, and Unity of Interests, between the Hon'ble the East India Company and the Nuwab of Bhopal, His Heirs and Successors, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE II.

The British Government engages to guarantee and protect the principality and territory of Bhopal against all enemies.

ARTICLE III.

The Nuwab of Bhopal, his heirs and successors, shall act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with other Chiefs and States.

ARTICLE IV.

The Nuwab, his heirs and successors, will not enter into negociation with any Chief or State, without the knowledge and sanction of the British Government; but their usual amicable correspondence with friends and relations, and necessary correspondence with neighbouring zumindars and managers, on matters of small importance, shall continue.

ARTICLE V.

The Nuwab, his heirs and successors, will not commit aggression on any one. If, by accident, disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

The State of Bhopal shall furnish a contingent of six hundred (600) Horse, and four hundred (400) Infantry, for the service of the British Government, whenever required; and when necessary, the whole of the Bhopal forces shall

join the British Army, excepting such a portion as may be requisite for the internal administration of the country.

Article VII.

The British troops are to be at all times admitted into the Bhopal territory (the Commanding Officers of such troops using their utmost endeavours to prevent injury to the crops, or other damage), and, if necessary, shall canton there; in which event, the Nuwab engages, for himself, his heirs and successors, on application to that effect, to cede to the British Government, to serve as a depôt, the Fort of Nuzurgur or of Gooljaeon, with ground to the distance of two thousand (2,000) yards all round the fort.

Article VIII.

The Nuwab, his heirs and successors, will afford every facility to the British troops in obtaining supplies; and all articles of supply required for them shall be purchased in, and pass through the Nuwab's territory, free of duty.

Article IX.

The Nuwab, his heirs and successors, shall remain absolute rulers of their country, and the jurisdiction of the British Government shall not, in any manner, be introduced into that Principality.

Article X.

The Nuwab having exerted himself, and employed the resources of his Government with zeal and fidelity in the late service against the Pendharees, the British Government, in order to mark its approbation of his conduct, and to enable him to maintain the stipulated contingent, hereby grants to the Nuwab, his heirs and successors, in perpetuity, the five Mahals of Ashta, Itchawur, Sehar, Doraha, and Déveepoora, to be held by them in exclusive sovereignty.

Article XI.

This Treaty, consisting of XI. Articles, having been concluded at Raiseen, and signed and sealed by Captain Stewart and Kurum Mahomed Khan Bahadoor, and Shaikh Zad Mussuh Saheb, Captain Stewart engages to procure the ratification of the Governor General within three weeks from this date, and Kurum Ma-

homed Khan Bahadoor and Shaik Zad Mussuh Sahib engage to obtain the ratification of the Nuwab Nuzzer Mahomed Khan in two days.

Done at Raiseen this twenty-sixth day of February one thousand eight hundred and eighteen (corresponding with the 20th Rubee-oos-sanee, twelve hundred and thirty-three of the Hijree).

Seal (Signed) J. STEWART.

Seal „ KURRUM MAHOMED KHAN.

Seal „ SHAIK ZAD MUSSEH SAHIB.

The Nuwab's Seal.

MEMO.—This Treaty was ratified by His Excellency the Governor General at Lucknow, on the eighth day of March, one thousand eight hundred and eighteen.

Company's Seal. (Signed) HASTINGS.

BHOWNUGGUR.

Translate of a Writing passed on the 31st January 1773, between DEWJEE RESIL *and* WAGJEE DESSY, *in behalf of* RAWUL BREK SUNG, *Raja of Bhownuggur, to* WILLIAM ANDREW PRICE, ESQUIRE, *Chief for Affairs of the British Nation, and Governor of the Mogul's Castle and Fleet at Surat.*

The Nuwab Momin Khan, of Cambay, having been at Broach, and fully empowered William Andrew Price, Esquire, to treat with the Raja of Bhow-

nuggur for the surrender of the Fort of Toolajee to him, we, Dewjee Resil and Wagjee Dessy, being sent by the same Raja, fully empowered by him to enter into an agreement for the said Fort, have by this writing settled that it shall be delivered to the Raja for the sum of seventy-five thousand Rupees, which the said William Andrew Price, on the part of the Nuwab, agrees to, and which we, the said Dewjee Resil and Wagjee Dessy, also agree to; and whereas the Nuwab, having made good to the Hon'ble English East India Company the sum of twenty-five thousand Rupees in part payment of the said Fort, we, the said Dewjee Resil and Wagjee Dessy, on the part of the said Raja, agree, that at the expiration of one month after delivery of the Fort to the Raja, with the same guns and stores as the Nuwab received from the English, to make good to him the sum of twenty-five thousand Rupees; and with respect to the balance of Rupees 50,000, due to the Hon'ble Company, we agree to make it good in annual payments of Rupees 15,000, until the whole is discharged. In this there is not to be any difference.

Dated in Broach, the 7th Zelimdah, in the year of the Hijree 1186 *(or the 31st January* 1773).

(Signed) DEWJEE RESIL,
„ WAGJEE DESSY.

Agreement executed on the 27th January 1808, *by* JAM JUSSAJEE, *of Bhownuggur, renouncing, in future, Piracy and all right to Wrecks.*

Be it known to all, that I, JAM JUSSAJEE, in order to afford the fullest testimony of respect and attachment to the Hon'ble Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement, concluded by me on my part, and by Major ALEXANDER WALKER on the part of the Hon'ble Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Jam Jussajee, of Bhownuggur, do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living

under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Jam Jussajee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Hon'ble Company's vessels and subjects shall at all times have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to our authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated Poos Vud, 30th Sumvut 1864 *(or 27th January* A. D. 1808).

(Signed) ROODRAJEE RUGHOONATHJEE,
for JAM JUSSAJEE.

(A true copy.)

(Signed) ARCHIBALD ROBERTSON.

Deed passed on the 8th November 1808, *to* MAJOR ALEXANDER WALKER, *Resident at Baroda, on behalf of the Hon'ble Company, by* RAWUL WUKHUT SING THAKOOR, *of Bhownuggur, and his Son,* KOONWUR WUJE SING, *namely,*

A Bond executed to the Sirkar of the Maharaja Anund Rao Gaekwar Sena Khaskel Shumsher Bahadoor, by which, through the medium, and on the security of Bharote Omar Jugrope, we became bound to make good the yearly dues of our Talook, amounting to Rupees 74,500 (Khurajaat inclusive), at Baroda, for the period of ten years, and by a separate agreement from us, we also engaged for the perpetual payment of the same.

Now the said Revenue of Rupees 74, 500, being transferred from the Sirkar of Anund Rao Gaekwar to the Hon'ble Company, I do hereby bind myself,

and my heirs, and successors, from generation to generation, to make good to them or their Assignees, in each year, as follows :—

1	Kist	Magsur	24,834
1	Ditto	Poush	24,833
1	Ditto	Magh	24,833
		Rupees	74,500

The said instalments being to be paid in the currency of Surat.

This engagement is renewable at the expiration of ten years from the year 1865 (1808-9) inclusive; and according to the terms of this engagement I do promise to abide for myself, my heirs and successors, so long as my present possessions may remain with me; the said 74,500 Rupees being in full of all Moolukgury demands whatever, on my Talook, either from the Peshwa's or Gaekwar's Government, and in case I do not pay at the stated periods of instalments, I do promise to pay at a rate of interest 1 per cent. per month.

Dated Sumvut 1865, *5th Kartik vud (or* A. D. *8th November* 1808).

The above is truth,

RAWUL WUKHUT SING.

Purwanah from Major ALEXANDER WALKER, *in behalf of the Honorable Company, to* RAWUL WUKHUT SING, *Thakoor of Bhownuggur, and his Son,* KOONWUR WUJE SING, *to wit, dated 8th November* 1808.

Having, under date the 2nd Kartik Sood 1864 (1st November 1807), executed an Agreement to the Sirkar, binding yourself to pay to the Hon'ble Company the annual amount of your Jumabundy and Khurajaat, and which engagement is renewable in ten years from 1865 inclusive, therefore pursue the cultivation of your district with confidence, and pay your Jumabundy and Khurajaat according to your bond, as the kists become due, being for the following districts:

1. Oomrala Loleeana.
2. Talooka Muhwa and Bhanvur.

3. Talooka Dehore.
4. Talooka Tuloja, &c.
5. Talooka Julalpur, Marva Dhusa Lathia.
6. Talooka Ajmer.
7. Ditto Wagnuggur.
8. Moujé Nily Godrun, Ashodur, Sheldy Amba, &c., belonging to Kharapat.
9. Talooka Gudhura and Bhimrad.
10. Mouje Rajoolla.
11. Talooka Sanbur, and Koondala.
12. Ditto Gondaloo.

Should, in any year, any real distress occur, in that year the Sirkar will consider the same. You have afforded perpetual File Zamin, according to which perform your engagement, and be assured of receiving on all just cases the protection of Government.

Neither the Peshwa's or Gaekwar Government will afford any molestation in respect to the above Jumabundy, and should they so do, the Company will answer the same.

Dated 8th November 1808.

(Signed) A. WALKER,
Resident.

The following Agreement, dated the 8th September 1840, *between the Honorable East India Company and the Thakoor of Bhownuggur,* RAWUL WUJEHSINGJEE VUKHUT SINGJEE, *having been concluded, has been made out in three parts, signed and sealed, whereof one part is to be deposited with the Government of Bombay, one part with the Thakoor, and one in the Office of the Collector of Ahmedabad, viz.:*

1st.—The Thakoor, for and in consideration of the sum of Company's Rupees (4,000) four thousand, being paid to him by the said East India Company, and to be annually paid to him and his hereditary successors, agrees to relinquish all claims to any share in the land or sea Customs at Gogo. He also agrees to relinquish all claims to any duties under the name of "Abkaree" on

tobacco or any other goods, in that Kusba. He further agrees to relinquish all claims to the Huk termed "Dullalee" and "Tojee Veera," together with the Huk "Bham Veera," in the said Kusba. The Thakoor, moreover, agrees to relinquish all claims, and hereby acknowledges that he has no right to any Huk Luwazums, Duty, &c., in Gogo Kusba, either from the East India Company or the East India Company's subjects, or to any arrears on account of the above items antecedent to the 1st December 1836.

2nd.—And whereas an order was issued by the Hon'ble the Governor in Council of Bombay, for stopping the coinage of money at Bhownuggur, now the Thakoor, in consideration of the annual payment to him and his hereditary successors by the East India Company, of the sum of Company's Rupees (2,793-6-5) two thousand seven hundred and ninety three, six annas, and five pies, hereby agrees to relinquish all and every description of coining of money of every kind, both at Bhownuggur and its dependent villages, as well as in his the Thakoor's Kattywar possessions, hereby binding himself to abstain from coining either copper, or any other sort of coin, both in the above-mentioned places, and everywhere else, and moreover hereby renounces all claims on account of the said Mint, arising antecedent to 1st December 1836.

Under the above two Articles of Agreement, the East India Company consents to pay the Thakoor annually, commencing from the 1st December 1836, the sum of Company's Rupees (6,793-6-5) six thousand seven hundred and ninety-three, six annas, and five pies. In witness whereof we hereunto set our hands and seals, JOHN HINDE PELLY, Collector of Continental Customs and Excise, in behalf of the East India Company, on the one part, and the THAKOOR RAWUL WUJESINGJEE on the other part, this eighth day of September, in the year of our Lord one thousand eight hundred and forty (corresponding with Sumvut one thousand eight hundred and ninety-six, Bhadurwa Sood twelfth).

(Signed) J. H. PELLY,

Collector of Continental Customs and Excise.

This Agreement was confirmed by Government on the 30th September 1840.

BHURTPOOR.

Treaty concluded between His Excellency LIEUTENANT GENERAL GERARD LAKE, *Commander-in-Chief of His Majesty's and the Honorable Company's Forces in the East Indies, on the part of His Excellency the Most Noble, Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Hon'ble Privy Council, Captain General and Commander-in-Chief of all the land Forces serving in the British Possessions in India, and Governor General in Council at Fort William, in Bengal, and* MAHA RAJA BESHOINDER SUWAEE RUNJEET SING BAHADOOR, *Raja of Bhurtpoor, dated* 29*th September* 1803.

ARTICLE I.

Perpetual friendship shall be maintained between Maha Raja Beshoinder Suwaee Runjeet Sing Bahadoor, Bahadoor Jung, and the Hon'ble Company.

ARTICLE II.

The friends and enemies of either State shall be the friends and enemies of both.

ARTICLE III.

The British Government shall never interfere in the concerns of the Maha Raja's country, nor exact any tribute from him.

ARTICLE IV.

If an enemy should invade the territories of the Hon'ble Company, the Maha Raja hereby engages to furnish to the English the aid of his troops in the expulsion of such enemy; and in like manner, the Hon'ble Company engages to

assist the Maha Raja with its forces, in defending his dominions against external attacks.

The sincerity of this Engagement is attested on the Holy Bible.

Dated the 29th day of September, in the year of our Lord 1803 *(corresponding with the 11th day of the month of Jumadee-oos-sanee, in the year* 1218, *Hijree).*

(True Copy.)
(Signed) G. LAKE.

N. B.—The above Treaty was ratified by the Governor General in Council on the 22nd October 1803, and sent to Lord Lake for delivery to the Raja, but no counterpart signed by His Highness was ever received.

Treaty with the Raja of Bhurtpoor, dated the 17th April 1805.

Treaty of amity and alliance between the Honorable the East India Company and MAHA RAJA SUWAEE BAHADOOR RUNJEET SING BAHADOOR, BAHADOOR JUNG, settled by His Excellency GENERAL GERARD LAKE, Baron Delhi and Laswarree, and ASTON CLINTON, Commander-in-Chief of the British Forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble the Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of his Britannic Majesty's Most Honorable Privy Council, Governor General in Council of all the British Possessions, and Captain General of all the British land Forces in the East Indies, *in behalf of* the Honorable the East India Company, and by Maha Raja Suwaee Bahadoor Runjeet Sing Bahadoor, in behalf of himself, his heirs, and successors.

ARTICLE I.

A firm and permanent friendship is established between the Honorable the English East India Company and Maha Raja Suwaee Bahadoor Runjeet Sing Bahadoor, and between their heirs and successors.

ARTICLE II.

As friendship has been established between the two States, the friends and enemies of either shall be considered as the friends and enemies of both, and an adherence to this condition shall be constantly observed by each State.

ARTICLE III.

Whereas circumstances have occurred which have interrupted the friendship formerly subsisting between the Honorable Company and Maha Raja Runjeet Sing Bahadoor, which friendship is now renewed, in order to prevent the recurrence of such circumstances, the Maha Raja agrees, as a security to the British Government, that one of his sons shall constantly remain with the Officer who may command the British Forces in the Soobhas of Delhi or Agra, until such time as the British Government may be perfectly satisfied in regard to the Maha Raja's fidelity; and the Honorable Company, on the other hand, agrees that upon satisfactory proof being afforded of the Maha Raja's fidelity and attachment to the British Government, the fort of Deeg, which is now in possession of the officers of Government, shall be restored to Raja Runjeet Sing.

ARTICLE IV.

Maha Raja Runjeet Sing binds himself to pay to the Honorable the English East India Company, in consideration of the peace now granted to him, the sum of twenty lacs of Furruckabad Sicca Rupees, by instalments, as hereunto subjoined; and the Honorable Company, in consideration of the losses the Maha Raja has suffered, and the destruction of his country, and of the representations he has made of his inability to provide means for the immediate payment of this amount, agrees to receive it by instalments, as undermentioned; and the Honorable Company further promises, that if at the period when the payment of the last instalment of five lacs of rupees shall become due, the Government shall be satisfied with the proofs of the Maha Raja's fidelity and attachment, the payment of this instalment shall be remitted.

To be paid immediately, Furruckabad Sicca Rupees	3,00,000
In two months	2,00,000
	5,00,000

Instalments.

At the end of the year 1862 Sumvut (April 1806).....	3,00,000
At the end of the year 1863 Sumvut (April 1807).....	3,00,000
At the end of the year 1864 Sumvut (April 1808).....	4,00,000
At the end of the year 1865 Sumvut (April 1809).....	5,00,000
Furruckabad Sicca Rupees	20,00,000

ARTICLE V.

The country which was formerly in possession of Maha Raja Runjeet Sing previously to the accession of the English Government, is now confirmed to

him by the Honorable Company; and the Honorable Company, in consideration of the friendship now established, will not interfere in the possession of this country, nor demand any tribute on account of it.

Article VI.

In the event of any enemy evincing a disposition to attack the dominions of the Honorable Company, Maha Raja Runjeet Sing binds himself to assist to the utmost of his power in expelling the enemy, and in no measure to hold any correspondence, or be in any way connected with, or assisting the enemies of the Honorable Company.

Article VII.

As by the second Article of the present Treaty the Honorable Company becomes guarantee to Maha Raja Runjeet Sing for the security of the country against external enemies, the Maha Raja hereby agrees, that if any misunderstanding should arise between him and the Sircar of any other chieftain, the Maha Raja will, in the first instance, submit the cause of dispute to the Honorable Company's Government, that the Government may endeavour to settle it amicably, agreeably to justice and ancient usage. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Raja Runjeet Sing may demand aid from the Company's Government. In the event above stated in this Article, it will be granted.

Article VIII.

The Maha Raja shall not, in future, entertain in his service, nor give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the sanction of the Honorable Company's Government; and the Honorable Company also agrees not to give admission to any of the Maha Raja's relations or servants without his consent.

The above Treaty, comprised in eight Articles, has been duly concluded and confirmed by the seals and signatures of His Excellency General Gerard Lord Lake and Maha Raja Suwaee Bahadoor Runjeet Sing Bahadoor, at Bhurtpoor, in the Soobha of Akherabad, on the 17th day of April 1805 (corresponding with the 16th Mohurrum 1220, Hijree, and with the 3rd day of Bysak 1862, Sumvut).

When a Treaty, containing the above eight Articles, shall be delivered to Maha Raja Suwaee Bahadoor Runjeet Sing Bahadoor, under the seal and signature of His Excellency the Most Noble the Governor General in Council,

the present Treaty, under the seal and signature of His Excellency General Gerard Lord Lake, shall be returned.

(Signed) LAKE.

Ratified by the Governor General in Council, on the 4th May 1805.

(Signed) WELLESLEY,
" G. H. BARLOW,
" G. UDNY.

By order of the Governor General in Council,
(Signed) N. B. EDMONSTONE,
Secretary to Government.

BIKANEER.

Treaty with the Raja of Bikaneer, dated the 9th March 1818.

Treaty between the Honorable the English East India Company and MAHA RAJA SOORUT SING BAHADOOR, the Raja of Bikaneer, concluded by Mr. CHARLES THEOPHILUS METCALFE, on the part of the Honorable Company, in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, &c., &c., &c., and by OOJHA KASHEE NATH, on the part of Raj Rajeshree Maharaja Shreemunt Shree Soorut Sing Bahadoor, according to full powers given by the Maharaja.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable Company and Maharaja Soorut Sing, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE II.

The British Government engages to protect the principality and territory of Bikaneer.

ARTICLE III.

Maharaja Soorut Sing, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with any other Chiefs or States.

ARTICLE IV.

The Maharaja, and his heirs and successors, will not enter into negociation with any Chief or State without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharaja, and his heirs and successors, will not commit aggressions on any one. If by accident, any dispute arise with any one, the settlement of it should be submitted to the arbitration and award of the British Government.

ARTICLE VI.

Whereas certain persons of the principality of Bikaneer have adopted the evil courses of highway robbers and banditti, and have plundered the property of many, to the great molestation of the peaceable subjects of both of the contracting parties, the Maharaja engages to cause to be restored the property plundered from inhabitants of the British territories up to this time, and for the future entirely to suppress the robbers and plunderers in his principality. If the Maharaja be not able to effect their suppression, assistance shall be afforded, on his application, by the British Government, in which case, the Maharaja will pay all the expenses of the force employed, or in the event of his not finding means to pay those expenses, he will, in lieu, cede parts of his territory to the British Government, which, after the payment of those expenses, shall be restored.

ARTICLE VII.

The British Government, on the application of the Maharaja, will reduce to subjection the Thakoors and other inhabitants of his principality who have re-

volted and thrown off his authority. In this case, the Maharaja will pay all the expenses of the force employed, or in the event of not having the means, will, instead, cede parts of his territory to the British Government, which shall be restored after the payment of those expenses.

Article VIII.

The Maharaja of Bikaneer will furnish troops, at the requisition of the British Government, according to his means.

Article IX.

The Maharaja, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

Article X.

As it is the wish and intention of the British Government that the roads of Bikaneer and Bhutneer be rendered passable and safe for the transit of trade to and from the countries of Cabool and Khorasan, &c., the Maharaja engages effectually to accomplish that object within his own dominions, so that merchants shall pass with protection and safety, and meet with no impediment; and with respect to custom duties, the established rates shall not be exceeded.

Article XI.

This Treaty, of eleven Articles, having been concluded by Mr. Charles Theophilus Metcalfe and Oojha Kashee Nath, the ratification by his Excellency the Most Noble the Governor General and Raj Rajeshree Maharaja Shreemunt Shree Soorut Sing Bahadoor, shall be exchanged within twenty days from the present date.

Done at Delhi, this 9th day of March, A. D. 1818.

(Signed) C. T. Metcalfe, L. S.

„ Oojha Kashee Nath. L. S.

Small Seal of the Gov. Gen.

(Signed) Hastings.

Ratified by the Governor General, on the 21st March 1818.

BOONDEE.

Treaty with the Raja of Boondee, dated the 10th February 1818.

Treaty between the Honorable English East India Company and the MAHA RAO RAJA BISHEN SING BAHADOOR, Raja of Boondee, concluded by CAPTAIN JAMES TOD, on the part of the Honorable Company, in virtue of full powers from His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, &c., &c., and by BOHORA TOLARAM, on the part of the Raja, in virtue of full powers from the said Raja.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the British Government, on the one hand, and the Raja of Boondee, and his heirs and successors, on the other.

ARTICLE II.

The British Government takes under its protection the dominions of the Raja of Boondee.

ARTICLE III.

The Raja of Boondee acknowledges the supremacy of, and will co-operate with the British Government for ever. He will not commit aggressions on any one. He will not enter into negociations with any one, without the consent of the British Government. If, by chance, any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government. The Raja is absolute ruler of his dominions, and the British jurisdiction shall not be introduced therein.

ARTICLE IV.

The British Government spontaneously remits to the Raja and descendants the tribute which the Raja used to pay to Maha Raja Holkar, and which has been ceded by the Maha Raja Holkar to the British Government. The British Government also relinquishes, in favour of the State of Boondee, the lands heretofore held by Maha Raja Holkar, within the limits of that State, according to the annexed Schedule, No. 1.

ARTICLE V.

The Raja of Boondee hereby engages to pay to the British Government the tribute and revenue heretofore paid to Maha Raja Sindia, according to the Schedule No. 2.

ARTICLE VI.

The Raja of Boondee shall furnish troops at the requisition of the British Government, according to his means.

ARTICLE VII.

The present Treaty, of seven Articles, having been settled at Boondee, and signed and sealed by Captain James Tod and Bohora Tolaram, the ratification of the same, by His Excellency the Most Noble the Governor General and Maha Rao Raja of Boondee, shall be exchanged within one month from the present date.

Done at Boondee, this 10*th day of February,* A. D. 1818, *(corresponding to the* 4*th of Rubee-oos-sanee* 1233, *and* 5*th day of Magh Sood of the Sumvut, or era of Bikramjeet* 1875).

(Signed) JAMES TOD. L. S.

Signature of BHORA TOLARAM. Seal of the Raja.

Ratified by His Excellency the Governor General, in Camp near Cawnpore, this 1st day of March 1818.

Governor General's Seal.

(Signed) HASTINGS.

No. 1.

Schedule of Lands relinquished by the British Government to Rao Raja Bishen Singh Bahadoor, according to the 4th Article of the Treaty.

Purguna Bahnumgong.
Purguna Lakhério.
Purguna Deh.

One-half of Purguna Kurwur.
One-half of Purguna Buroondum.
One-third of Purguna Patun.
Chouth of Boondee, &c.

No. 2.

Schedule of Amount of Nett Revenue and Tribute from lands held by Maha Raja Sindia, to be paid henceforth to the British Government, according to the 5th Article of the Treaty of Boondee.

Total Delhi Sicca Rupees.....		80,000
Two-third Shares of Purguna Patun.....	40,000	
Purguna Oreela.		
Purguna Samendee.		
One-half of Purguna Kurwur.		
One-half of Purguna Burroondum.		
Chouth of Boondee, and other places.....	40,000	
Total Rupees		80,000

(Signed) JAMES TOD. L. S.

BOHORA TOLARAM. Seal of the Raja.

BRINGA.

Articles of the Furman granted by the Bringa Raja, in 1758.

ARTICLE I.

Whatever pepper or beetel-nut you purchase in my dominions, the country in Bringa, you shall pay, for my duties, customs, and perquisites, and those of my ministers, in all two Pagodas, twelve Fanams, on every Hir of beetel-nut, and in like manner, on every Hir of pepper two Pagodas, fifteen and a half Fanams; and I allow and give up to you two and a half Fanams on every Pagoda, and in case the merchants shall all agree to make any allowances to my Custom-master, you shall pay your proportion only.

ARTICLE II.

Whatever pepper belongs to me, or is produced in my dominions as Raja of Bringa, I secure unto you, and will not sell it to any one else, but you shall buy it at the general price settled with the other merchants, between the months of November and March; but in case you do not buy it between those months, you shall not hinder or object to our selling it to any one else. And in case any disputes shall arise between you and the merchants of my country, I, the Raja, will oblige them to deliver their pepper at the price you have settled with them, but in the recovery of your private debts I have nothing to do.

ARTICLE III.

If you choose to advance any money to the merchants, and will do it in the presence of my Parpadar and Secretary, I will then make all such advances secure to you.

ARTICLE IV.

Whatever ground you want to build a Banksall on, and for your servants, sepoys, &c., I give to you, without any ground-rent or fees; and to mount six small guns on it, to secure the Hon'ble Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE V.

In case any dispute happens between your people and mine, you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours, I will apply to you, and you shall do justice; and if any of my people choose to take your service, you shall not employ them without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE VI.

If any of my merchants owe you any money, you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you, and settle the dispute.

Article VII.

All goods you bring into my country shall pay only two per cent. Customs; and if you do not sell the goods, you may export them again without any Customs.

N. B.—An Hir is equal to an Onore candy, or very few pounds less. And the Customs which all merchants pay on pepper amount to upwards of four Pagodas per candy, so that deducting the one Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per candy.

The allowance mentioned in the first Article to be made to the Raja's Custom-master, means a trifling annual present given to him by all the merchants at Bringa.

BROACH.

Treaty with the Nuwab of Broach, 1771.

Articles for a Treaty of peace and firm friendship between the Honorable William Hornby, Esq., President and Governor, &c., Council of Bombay, in behalf of the Honorable United English East India Company, and the Nuwab Imtyazood Dowlah Hazud Khan Bahadoor Dilerjung of Broach, &c.

Article I.

Peace and friendship to subsist uninterrupted, in future, between the Honorable Company and the Nuwab of Broach, his heirs and successors.

Article II.

All British subjects, or persons trading under the protection of the Honorable Company's sealed passes and colours, shall pay no customs at Broach, &c., places in the Nuwab's country, except such as the Honorable the President and Council shall impose, which shall be levied by such persons as they shall appoint

on account of the Honorable Company; and the Nuwab engages, for himself and successors, that no fees, duties, or exactions, of any sort, shall be levied on the said trade, by himself or them, on any pretence whatever.

Article III.

The Honorable the President and Council shall have free liberty to settle a factory wherever they think proper; and a suitable portion of ground for building the said factory on, or a convenient house, shall be allotted for that purpose.

Article IV.

The Dutch have already a factory at Broach; but in future, no other European nation shall be permitted to settle a factory at Broach, without the consent of the Honorable the President and Council.

Article V.

The Nuwab engages never to assist the enemies of the English nation, but obliges himself to assist the Honorable Company in the wars they may be engaged in, with one thousand private sepoys and three hundred cavalry, with their officers, or such larger number as they may want, and he can spare, at the following rates, viz.,

Each horseman.....	15	rupees per month.
Each sepoy.....	7½	ditto.

or at such rates as it shall appear they stand him in.

Article VI.

The Nuwab will not engage in any war with any of his neighbours without the consent of the President and Council, but in all wars which he shall engage in with their consent, or if he shall be suddenly attacked in his territories, they shall give him effectual support and assistance, he paying the troops, on the following terms:

To each European.....	15	rupees per month.
To each sepoy.....	7½	ditto.

N.B.—The commissioned officers of the Company, and the superior officers of the Nuwab, to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party assisting.

ARTICLE VII.

The Nuwab agrees to pay unto the Honorable Company, in consideration and acquittal of all demands to this day, the sum of four lacs of rupees, which the Honorable the President and Council agree to accept in full, for their claim on him for the Foorza, and exactions of Customs on British merchants, on condition he shall inviolably adhere to the terms herein contained; and on failure hereof, it is hereby declared that the above sum of four lacs shall be deemed and taken to be for repaying the expense incurred by the expedition only, and the Honorable the President and Council, in such case, hereby declare themselves at free liberty to pursue the most effectual means for the recovery of any demands which they or their allies have or may hereafter have upon him. The said four lacs of rupees are to be paid within two years and a half from the date hereof, at the following stated periods, viz.,

Two lacs within six months from the date hereof;

One lac more within twelve months from the first payment; and the one lac remaining in the following year; for which he will enter into a bond, binding himself and his heirs, and mortgaging his whole territories.

ARTICLE VIII.

In case any expedition shall be hereafter undertaken, and success attend it, the Honorable the President and Council will take care that the Nuwab of Broach shall have a recompence adequate to the assistance he may afford.

ARTICLE IX.

In consideration of the friendship established between the Honorable Company and the Nuwab, he shall have firm friendship with all their friends and allies, particularly the Nuwabs of Surat and Cambay, with whom he shall enter into a Treaty, and shall consider all their enemies as his, and they shall consider all his enemies as theirs. For the due performance of this Article, we, on the parts of the Nuwabs of Surat and Cambay, become security.

Bombay Castle, 30th November, 1771.

Separate Article entered into with the Nuwab of Broach.

You, the Nuwab Sahib Imtyazood Dowlah Maazud Khan Bahadoor Dilerjung, may live at the port of Broach, freely believing us your friends for ever. We have given up the demands of Foorza, its produce for forty years, overcharge in the Customs on goods belonging to the merchants under the Honorable Company, and charge of the expedition sent against you. Our hearts are quite cleared, and we have made a friendship agreeable to your wishes. No demands nor answer now remain to make with you. We have given you this acquittance, in full for all demands, as above mentioned.

We shall get paid yours and your subjects' just debts, from any persons or place under your Government, on being proved. We shall admit no informationagainst you; we look upon Broach as ours, and Bombay as yours. This protection paper is granted you from the part of the Honorable Company, with their word, as well as our word and honour, that we shall not fail in our friendship and assistance of force and ammunition upon occasion, for which purpose this everlasting protection paper is given you. All the counsellors are bound that no difference will be either with you or your children, and the friendship shall be daily increased more and more. You may, if you choose, come to Bombay with your family. For your coming and going, as well as for the performance of all the conditions herein above-mentioned, this agreement will serve you as a voucher, which we agree to perform with the Honorable Company's word and honour. Should any merchants of Broach, or the persons under your protection, choose to trade for Bombay, we agree to their doing it freely, and paying the usual Customs of this place, without hindrance on the part of the Honorable Company.

Translation of the Nuwab's Bond to the Honorable Company.

Know all men, that I, Imtyazood Dowlah Maazud Khan Bahadoor Dilerjung, Nuwab of Broach, have this day agreed and acknowledged myself indebted unto the Honorable United English East India Company the sum of four lacs of rupees, current money of Bombay; for the payment of which to be well and truly made unto the Honorable William Hornby, Esq., President and Governor, &c., Council of Bombay, at the following stated periods, I

hereby bind myself, my heirs and successors, and mortgage my whole territories, to be at the disposal of the said Company, in case of failure :—

Two lacs within six months from the date hereof;

One ditto more within eighteen months from the date hereof;

One ditto more within two years and six months from the date hereof.

In witness whereof, &c., &c., in presence of my brother, my uncle, my Kazee, my Moonshee, my Vakeel, who have also signed to this bond, as witnesses of its being my act and deed.

Agreement entered into on the 15th July 1804, *between* MAJOR ALEXANDER WALKER, *on the part of the Hon'ble East India Company, and the Geerasias of the Purguna of Broach, viz.,*

1.—That whereas the Geerasias, on being sent for, have appeared by their representatives, and delivered a Petition, praying leave to take away the grain and kupass of their share or Wanta on the soil, it was proposed to them that they should be allowed to enjoy their privileges, rights, and titles, in the Purguna of Broach, and allowed to carry away their share of the produce at the same time that the Company removed theirs, under the name of Tulpud, or the produce of Sirkar land, on their giving proper security for the payment of the Sulamy, and for their good behaviour to the Ryuts, and promising to submit themselves to the Company's Government and to the English laws.

2.—That whereas the said Geerasias have agreed to conform themselves with everything stated in the first Article of this Agreement, it is hereby agreed that they shall be allowed to take away their share of the grain and other articles now laying in the fields of the Purguna aforesaid, for the present year, paying the usual Sulamy, agreeable to the custom, and receiving whatever may be due under the head of Toras, which means ready money.

3.—The Geerasias, in consideration of the indulgence above-mentioned, do hereby agree in the first instance to give security for their good behaviour, and to submit to the laws and government of the English Company in future, and to conduct themselves like good and peaceable subjects.

4.—Should it hereafter, upon a proper investigation, appear that the said Geerasias have encroached on the Sirkar's ground, or possess any by undue influence, the same shall be restored to the Company.

5.—It is further agreed that every Article of this Agreement shall be liable to any future improvement, or such amendment as may be deemed necessary by the Government of Bombay.

6.—The said Geerasias do promise to give security every year for the payment of their Sulamy, agreeable to the custom, which may be ascertained by the Broach records, before they take their share of the grain and other articles.

In witness thereof, the parties have interchangeably put their names to this Agreement, in Broach, this 15th day of July 1804.

BUHAWULPOOR.

Treaty concluded between the Honorable the East India Company and NUWAB BUHAWUL KHAN, *Ruler of Buhawulpoor, dated the 22nd of February* 1833.

By the blessing of God the friendly connection between the Honorable the East India Company and the State of Buhawulpoor, which commenced on the occasion of the Honorable Mr. Elphinstone's visit to Cabool, in 1808-9, has continued uninterrupted to the present time: and now that Captain C. M. Wade, Political Agent at Loodianah, has arrived at Buhawulpoor, on the part of the Right Honorable Lord W. C. Bentinck, G. C. B. and G. C. H., the Governor General of British India, in order to improve these amicable relations, and concert the opening of the navigation of the rivers Indus and Sutlej, with a view to promote the general interests of commerce, which is pleasing to God, and the prosperity of the surrounding States, the following are the articles of a Treaty which has been concluded through the agency of that officer, between the Honorable the East India Company on the one part, and Nuwab Rook-nood-Dowlah Háfizool Moolk Mookhlisood Dowlah Mahomed Buhawul Khan Abbasee Noosrut Jung Bahadoor, the Chief of the Doodpootrahs, on the other, for the purpose of confirming the friendship of the two States, the opening of the trade by the above-mentioned rivers, and regulating the manner in which the arrangements connected with it are to be carried into effect.

ARTICLE I.

There shall be eternal friendship and alliance between the Honorable the East India Company and Nuwab Mahomed Buhawul Khan, his heirs and successors.

Article II.

The Honorable the East India Company engage never to interfere with the hereditary or other possessions of the Buhawulpoor Government.

Article III.

As regards the internal administration of his Government, and the exercise of his Sovereign rights over his subjects, the Nuwab shall be entirely independent, as heretofore.

Article IV.

The Officer who may be appointed on the part of the British Government to reside in the Buhawulpoor State, shall, in conformity with the preceding Article, abstain from all interference with the Nuwab's Government, and respect the preservation of the friendly relations of the two contracting parties.

Article V.

The Honorable the East India Company having requested the use of the rivers Indus and Sutlej, and the roads of Buhawulpoor, for the merchants of Hindoostan, &c., the Government of Buhawulpoor agrees to grant the same, through its own boundaries, if the persons aforesaid be provided with passports.

Article VI.

The Government of Buhawulpoor engages to fix, in concert with the British Government, certain proper and moderate Duties to be levied on merchandize proceeding by the aforesaid route, and never to increase or diminish the same, except with the consent of both parties.

Article VII.

It is further agreed that the Tariff, or Table of Duties, fixed as above, shall be published for general information; and the Custom-house Officers and farmers of the revenues of the Buhawulpoor Government will be especially directed not to detain the passing trade, after having collected the Duties, on pretence of waiting for fresh orders from their Government, or any other pretext.

ARTICLE VIII.

The Tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit Duties levied on goods proceeding from one bank of the river to the other, or with the established chokies in-land. These will remain as heretofore.

ARTICLE IX.

Merchants frequenting the said route, while within the limits of the Nuwab's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the country.

ARTICLE X.

The proportion of Duties to which the Nuwab may be entitled, shall be collected by his Officers at the appointed places.

ARTICLE XI.

The Officers who are to be entrusted with the examination of the goods and collection of the duties on the part of the Buhawulpoor Government, shall be stationed opposite to Mithenkote and Hurreeke. At no other place but those two, shall boats in transit on the river be liable to examination or stoppage.

ARTICLE XII.

When the persons in charge of boats stop of their own accord, to take in or give out cargo, the goods will be liable to the local transit Duty of the Buhawulpoor Government, previously to their being embarked, and subsequently to their being landed, as provided in Article 8th.

ARTICLE XIII.

The Superintendent stationed opposite to Mithenkote, having examined the cargo, will levy the established Duty, and grant a passport, with a written account of the cargo and freight. On the arrival of the boat at Hurreeke, the Superintendent at that station will compare the passport with the cargo, and

whatever goods are found in excess, will be liable to the payment of the established Duty, while the rest, having already paid Duty at Mithenkote, will pass on free.

ARTICLE XIV.

The same regulation shall be in force for merchandize coming from Hurreeke towards Sind.

ARTICLE XV.

With regard to the safety of merchants who may frequent this route, the Nuwab's Officers will afford them every protection in their power, and wherever merchants may happen to halt for the night, it will be incumbent on them to show their passport to the Thanadar or other Officers in authority at the place, and demand their protection.

ARTICLE XVI.

The Articles of the present Treaty shall, in all respects, whether relating to the internal government of the Nuwab's country, or to commerce, be mutually observed, and form an everlasting bond of friendship between the two States.

Dated at Buhawulpoor, the 22nd of February 1833.

Company's Seal.

(Signed) W. C. BENTINCK.

Ratified by the Right Hon'ble the Governor General of India in Council, on the 13th September 1833.

Articles of a Supplementary Treaty between the Honorable East India Company and the Government of Buhawulpoor, ratified on the 5th March 1835.

Whereas in the 6th Article of the Treaty concluded between the Honorable the East India Company and the Buhawulpoor Government, dated the 22nd of February 1833, it was stipulated that a moderate scale of Duties should be

fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the rivers Indus and Sutlej, the said Governments, being now of opinion, that, owing to the inexperience of the people of these countries in such matters, the mode of levying Duties then proposed (viz., on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a Toll, which shall be levied on all boats, with whatever merchandize laden. The following Articles have therefore been adopted as supplementary to the former Treaty, and in conformity with them, each Government engages that the Toll shall be levied, and its amount neither be increased nor diminished, except with the consent of both parties.

Article I.

A Toll of 570 rupees shall be levied on all boats laden with merchandize, in transit on the rivers Indus and Sutlej between the sea and Rooper, without reference to their size, or to the weight or value of their cargo; the above Toll to be divided among the different States, in proportion to the extent of territory which they possess on the banks of these rivers.

Article II.

The portion of the above Toll appertaining to the Buhawulpoor State, and amounting to rupees 106-12-2$\frac{1}{4}$, shall be levied opposite to Mithenkote on boats coming from the sea towards Rooper, and in the vicinity of Hurreeke Petten on boats going from Rooper towards the sea, and at no other place.

Article III.

In order to facilitate the realisation of the Toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise, connected with the safety of the navigation and the welfare of the trade by the new route, a British Officer will reside near Mithenkote, and a Native Agent, on the part of the British Government, in the vicinity of Hurreeke Petten. These Officers will be subject to the orders of the British Agent at Loodhianah; and the Agents who may be appointed to reside at those places, on the part of the other States concerned in the navigation, will co-operate with them in the execution of their duties.

Article IV.

The British Government binds itself that the British Officer who may reside near Mithenkote shall not engage in trade, and (in conformity with the 4th

Article of the former Treaty) that he shall not interfere in any way with the internal administration of the Buhawulpoor Government.

ARTICLE V.

In order to guard against imposition on the part of merchants, in making false complaints of being plundered of property which they never possessed, they are required, when taking out their passports, to produce an invoice of their cargo, which, being duly authenticated, a copy of it will be annexed to their passports.

ARTICLE VI.

Such parts of the 6th, 7th, 11th, 13th, and 14th Articles of the Treaty of the 22nd of February 1833, as have reference to the fixing a duty on the value and quantity of merchandize, and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which, and the conditions of the preamble, the toll shall be levied.

Company's Seal.

(True copy and translation.)
(Signed) C. M. WADE,
Political Agent, &c
(Signed) W. C. BENTINCK.

Ratified by the Right Honorable the Governor General of India in Council, on the 5th March 1835.

Detailed Statement of the amount of Toll leviable in the Buhawulpoor Territory, on Boats proceeding up and down the Rivers Sutlej and Indus, approved by the Right Honorable the Governor General of India, on the 11th October 1838.

Whereas, by the Treaty of the 27th of the month of Shaban 1250, Hijree (agreeing with the twenty-ninth of the month of December, 1834, A. D.), the Buhawulpoor Government is entitled, on account of the whole extent of its territory, to levy at the appointed places a toll of one hundred and six rupees, twelve annas, and three pies, on all boats laden with merchandize proceeding from Rooper towards the sea, or from the sea towards Rooper, the same will

continue in force; but as some of the boats are found not to pass through the whole extent of the Buhawulpoor territory, but on the contrary, to lay in cargoes at and set out from, or dispose of their cargoes at, and return from, places on the way; it is therefore agreed that on such boats the amounts of toll to be levied shall be regulated by the relative distances of the places from which, after laying in a cargo, they take their departure, or from which, after disposing of their goods, they return, as follows:—

1st.—On all boats laden with merchandize proceeding from beyond the Eastern frontier of the Buhawulpoor territory to Khairpur Shargia, and *vice versâ*, the Buhawulpoor Government is entitled to levy, both in coming and going, on account of river Toll, the sum noted in the margin ..... Rs. 53 6 1½

Ditto ditto from beyond the Eastern frontier to Buhawulpoor, and *vice versâ* ..... Rs. 66 11 8

Ditto ditto from beyond the Eastern frontier to Chachram, and *vice versâ* ..... Rs. 93 6 8½

Ditto ditto from beyond the N. E. frontier to the S. W. frontier, and *vice versâ* 106 12 3

2nd.—In the same manner, on all boats laden with merchandize proceeding from beyond the S. E. frontier to Chachram, and *vice versâ*, the Buhawulpoor Government is entitled to levy both in coming and going, on account of river Toll, the sum noted in the margin ..... Rs. 13 5 6

Ditto ditto from beyond the S. W. frontier to Buhawulpoor, and *vice versâ* ..... Rs. 40 0 6

Ditto ditto from beyond the S. W. frontier to Khairpoor, and *vice versâ* ..... Rs. 53 6 1½

Ditto ditto from beyond the S. W. frontier to the N. E. frontier, and *vice versâ* ..... Rs. 106 12 3

3rd.—On all boats laden with merchandize from the rivers of the Punjab that enter the channel of the Sutlej and Indus opposite the ferry of Bakri, if they proceed from the above ferry to beyond the S. W. frontier of the Buhawulpoor territory, and into a foreign territory, or *vice versâ*, the Buhawulpoor Government is entitled to levy, on account of river Toll, and according to the extent of its territory traversing, the sum noted in the margin ..... Rs. 26 11 0¾

Ditto ditto on boats proceeding from the ferry of Bakri to beyond the N. E. frontier, and into a foreign territory, and *vice versâ* ..... Rs. 80 1 2½

4th.—On empty boats no duty is to be levied.

5th.—At whatever place in the Buhawulpoor territory merchants may stop to lay in, or dispose of cargo, agreeably to the former Treaties, they will pay the established duties of that place on the purchase and sale of goods.

(Signed) F. MACKESON.

Approved by the Governor General of India, on the 11th October 1838.

Proposed Rates for the Navigation of the Sutlej and the Indus by mercantile Boats (excepting the Nuwab Buhawul Khan's own merchants and subjects), to be paid for the transit through the Buhawulpoor territory, dated 5th August 1840, *and sanctioned by the Government of India on the* 31*st of the same month.*

ARTICLE I.

Grain, wood, and limestone, free, as in the Lahore territory.

ARTICLE II.

Besides the above three things, duties to be levied on all sorts of merchandize according to three sizes of boats.

ARTICLE III.

A boat not capable of containing more than 250 maunds of freight, proceeding from Rajhan, or Kote Mithen, to the foot of the hills, Rooper, Loodhianah, &c., or from Rooper or Loodhianah to Rajhan or Kote Mithen..... Rs. 10
A boat above 250 maunds, and not exceeding 500 maunds..... „ 20
A boat above 500 maunds..... „ 40

ARTICLE IV.

No. 1, 2, or 3, to be written in large letters on the boat, to show the class to which each boat belongs.

Dated 5th August 1840 *(corresponding with 5th Jumadee-oos-sanee* 1256, *Hijree).*

(True translation.)

(Signed) GEO. CLERK.
Agent Governor General.

Sanctioned by the Right Honorable the Governor General of India in Council, on the 31st August 1840.

Agreement regarding the levy of Duties on Merchandize in transit through the Buhawulpoor State (excepting the merchants and mercantile firms, the proper subjects of the Buhawulpoor State). The following Articles have been agreed to between the British and the Buhawulpoor Government, dated the 11*th Sept.* 1843.

1st.—On boats freighted with merchandize going up or down the river through the Buhawulpoor country, the duties shall be only one-half of the present fixed rates.

2nd.—On merchandize passing in any direction by land, no other duties shall be levied than the following, viz. :

On a hackery laden with merchandize	Rs.	2	0	0
On a camel ditto ditto ditto.....	„	1	0	0
On a mule, pony, bullock, or an ass, ditto ditto....	„	0	8	0

3rd.—Any merchant having with him a passport or "Rowannah," according to the form annexed to this Agreement, shall pass safe, unmolested, and without search, by the local Officers on the road.

4th.—If any merchant buy or sell the merchandize at any place or town on the road, he will have to pay there the usual local duties.

5th.—As there exist no pukka wells and caravanseraies for the use of travellers on the road from Buhawulpoor to Sirsa, the Buhawulpoor Government, will, throughout its jurisdiction, at every stage, prepare pukka wells and caravanseraies for the comfort of travellers, as well as a road along that route, and keep it in order by taking constant care to keep it in repair.

6th.—This Agreement has been drawn up in accordance with the friendship subsisting between the two Governments, and in order that merchants may satisfactorily and in full confidence engage in the trade.

Dated 15*th Shaban*, 1259, *Hijree (corresponding with* 11*th September* 1843, A. D.).

Seal of the Nuwab.

(True translation.)
(Signed) R. N. C. Hamilton.

Notified in the "Calcutta Government Gazette," by order of the Right Honorable the Governor General of India in Council, on the 28th of October 1843.

Treaty between the Hon'ble the English East India Company and Nuwab BUHAWUL KHAN BAHADOOR, *the Nuwab of Buhawulpoor, concluded on the 5th October* 1838, *by* LIEUTENANT MACKESON *on the part of the Hon'ble Company, in virtue of full powers granted by the Right Honorable George, Lord Auckland, G. C. B., Governor General of India, and by* MOONSHEE CHOWKAS ROY *on the part of the Nuwab Buhawul Khan Bahadoor, according to full powers given by the Nuwab.*

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests between the Honorable Company and Nuwab Buhawul Khan Bahadoor and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE II.

The British Government engages to protect the principality and territory of Buhawulpoor.

ARTICLE III.

Nuwab Buhawul Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

ARTICLE IV.

The Nuwab, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Nuwab, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

The Nuwab of Buhawulpoor will furnish troops at the requisition of the British Government, according to his means.

ARTICLE VII.

The Nuwab, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

ARTICLE VIII.

This Treaty of seven Articles having been concluded, and signed and sealed by Lieutenant Mackeson and Moonshee Chowkas Roy, the ratifications by the Right Honorable the Governor General and Nuwab Buhawul Khan Bahadoor, shall be exchanged within forty days from the present date.

Done at Ahmudpoor, this 5th day of October, A. D. 1838 *(corresponding with the 14th of Rujubool Moorujub,* 1254, *Hijree).*

Governor General's Seal.

(Signed) AUCKLAND.

Ratified and confirmed by the Right Hon'ble the Governor General, at Simla, the 22nd day of October, A. D. 1838.

BURBURA.

Articles of Friendship and Commerce made between J. J. GORDON BREMER, ESQ., C. B., *Captain of his Britannic Majesty's Ship "Tamar," representing the English Nation in Northern Africa, and the Shaikhs of the tribe of Hubberawal, dated 6th February* 1827.

ARTICLE I.

It is agreed that from henceforth there shall be peace and friendship between the subjects of His Majesty the King of England, and the Shaikhs of the

Hubberawal tribe, and their men; and all other inhabitants of the Coast of Africa, over which they have authority and influence.

Article II.

It is agreed that all vessels bearing the English flag which may come to the port of Burbura (or any other port under the authority of the Shaikhs of the Hubberawal tribe), for the purpose of trade, shall not be molested, or injured, but shall receive every protection and support from the said Shaikhs, that they shall be at liberty to enter into any trade they may think fit to choose, and that they shall be at liberty to depart from the said port at their pleasure, without impediment, injury, or molestation.

Article III.

It is agreed that in like manner any vessels or persons belonging to the said Shaikhs of the Hubberawal tribe, which shall come into any port belonging to His Majesty the King of England, shall receive protection and support, and be treated in all respects the same as other vessels or persons trading to those ports.

Article IV.

It is agreed that, as an equivalent for the value of the British brig "Marianne," and her cargo, which was plundered in the port of Burbura, there shall be paid by the said Shaikhs of the Hubberawal tribe, to the said J. J. Gordon Bremer, Esq., C. B., or to some person duly authorized by him to receive it, the sum of fifteen thousand "Spanish" Dollars, or produce to the same amount, in three equal payments, that is to say, five thousand Dollars, or produce to that amount, this year, 1827, and of the Hijree 1242, and the same sum in each of the two following years, that is to say, on or before the conclusion of the trading season, in the month of April, or two hundredth day of Nowroz.

Article V.

Two Lascars belonging to the British brig "Marianne" having been killed when the said vessel was plundered and destroyed, the Shaikhs of the Hubberawal tribe do hereby agree to pay the sum of Dollars for the support of the families of the murdered men, according to the Mahommedan law in such cases.

Confirmed and Sealed at Burbura, in Africa, on the 6th day of February, in the year of our Lord Jesus Christ 1827 *(and the Hijree* 1242, *the ninth day of the moon Rejib).*

(Signed) J. J. GORDON BREMER,
„ M. E. BAGNOLD,
Political Agent, Witness.

(Witness) HURMARKAY ALLY SANTEH.

Signed by ISMAEL EXELLA, for himself and OMAR KADEEN HUSSEN, BALL ISMAEL ISLED, Shaikhs of the Hubberawal tribe.

BUSHIRE.

Articles of Agreement made with Shaikh Saadan, of Bushire, the 12th April 1763.

ARTICLE I.

No Customs or Duties to be collected on goods imported or exported by the English; and in like manner, only three per cent. to be taken from the merchants who buy or sell to the English.

ARTICLE II.

The importation and sale of woollen goods to be solely in the hands of the English; and if any person whatever attempts to bring woollen goods clandestinely, it shall be lawful for the English to seize them. This Article to take place in four months from the date hereof.

ARTICLE III.

No European nation whatever is to be permitted to settle at Bushire, so long as the English continue a factory here.

ARTICLE IV.

The brokers, linguists, servants, and others of the English, are to be entirely under the protection and government of the English; nor is the Shaikh, or his people, in any shape to molest them, or interfere in their affairs.

ARTICLE V.

In case any of the inhabitants become truly indebted to the English, and refuse payment, the Shaikh shall oblige them to give the English satisfaction.

ARTICLE VI.

The English to have such a spot of ground as they may pitch upon for erecting a factory, and proper conveniences for carrying on their commerce, to be built at the Shaikh's expense. They are to hoist their colours upon it, and have twenty-one guns for saluting.

ARTICLE VII.

A proper spot of ground to be allotted the English for a garden, and another for a burying ground.

ARTICLE VIII.

The English, and those under their protection, not to be impeded in their religion.

ARTICLE IX.

Soldiers, sailors, servants, slaves, and others belonging to the English, who may desert, are not to be protected or entertained by the Shaikh or his people, but *bonâ fide* secured and returned.

ARTICLE X.

In case any English ships sell to or buy from the country merchants apart from the factory, a due account thereof is to be rendered to the English Chief for the time being, for which purpose one of his people is to attend at the weight and delivery of all goods so sold, which is to be done at the public Custom-house.

ARTICLE XI.

If, through any accident, an English vessel should be drove on shore in the country belonging to the Shaikh, they shall not, in any respect, be plundered; but, on the contrary, the Shaikh shall afford the English all the assistance in his power for saving them and their effects, the English paying them for their trouble.

ARTICLE XII.

The Shaikh shall not permit his subjects to purchase any goods from English vessels in the road, but only on shore.

The Seal of Shaikh Saadan.

CABOOL.

Treaty with the King of Cabool, dated the 17th June 1809.

Whereas, in consequence of the confederacy with the State of Persia, projected by the French, for the purpose of invading the dominion of His Majesty the King of the Doorranees, and ultimately those of the British Government in India, the Honorable Mountstuart Elphinstone was despatched to the Court of His Majesty, in quality of Envoy Plenipotentiary, on the part of the Right Honorable Lord Minto, Governor General, exercising the Supreme Authority over all affairs, Civil, Political, and Military, in the British Possessions in the East Indies, for the purpose of concerting with His Majesty's Ministers the means of mutual defence against the expected invasion of the French and Persians. And whereas the said Ambassador having had the honor of being presented to His Majesty, and of explaining the friendly and beneficial object of his mission, His Majesty, sensible of the advantages of alliance and co-operation between the two States, for the purpose above described, directed his Ministers to confer with the Hon'ble Mr. Elphinstone, and, consulting the welfare of both States, to conclude a friendly alliance. And certain Articles of Treaty having accordingly been agreed to between His Majesty's Ministers and the British Ambassador, and confirmed by the Royal Signet, a copy of the Treaty so framed has been transmitted by the Ambassador for the ratification of the Governor General, who, consenting to the stipulations therein contained, without variation, a copy of these Articles, as hereunder written, is now returned, duly ratified by the seal and signature of the Governor General, and the signatures of the Members of the British Government in India; and the obligations upon both Governments, both now and for ever, shall be exclusively regulated and determined by the tenor of those Articles, which are as follows:—

ARTICLE I.

As the French and Persians have entered into a confederacy against the state of Cabool, if they should wish to pass through the King's dominions, the servants of the heavenly throne shall prevent their passage; and exerting themselves to the extent of their power in making war on them and repelling them, shall not permit them to cross into British India.

ARTICLE II.

If the French and Persians, in pursuance of their confederacy, should advance towards the King of Cabool's country in a hostile manner, the British State, endeavouring heartily to repel them, shall hold themselves liable to afford the expenses necessary for the above-mentioned service, to the extent of their ability. While the confederacy between the French and Persians continues in force, these Articles shall be in force, and be acted on by both parties.

ARTICLE III.

Friendship and union shall continue for ever between these two States; the veil of separation shall be lifted up from between them, and they shall in no manner interfere in each other's countries, and the King of Cabool shall permit no individual of the French to enter his territories.

The faithful servants of both States having agreed to this Treaty, the conditions of confirmation and ratification have been performed, and this document has been sealed and signed by the Right Hon'ble the Governor General, and the Honorable the Members of the Supreme British Government in India, this 17th day of June 1809 (answering to 1224 of the Hijree).

CAMBAY.

Treaty with the Nuwab of Cambay, 1771.

Translate of the Treaty entered into with Nuwab MOMIN KHAN, Governor of Cambay, for the sale of the Fort of Tarrajah, with its ammunition and dependencies, 1771.

FIRST.—That, in consideration of the Hon'ble Company selling and making over to him and his heirs the Fort of Tarrajah, its dependencies and ammunition, the same as when taken from the Koolies, he, the Nuwab, agrees to pay them (the Hon'ble Company) the sum of seventy-five thousand (75,000) Rupees in the term of five years, at five yearly equal payments of fifteen thousand (15,000) each; the first payment of fifteen thousand (15,000) Rupees to be made twenty days after the Nuwab's forces have got possession of Tarrajah Fort, and the remainder to be paid punctually by the Nuwab on the very same day of every year after as the first payment was made, until the whole sum of seventy-five thousand (75,000) Rupees is received.

SECONDLY.—As the Hon'ble Company have been pleased to show their great regard and favor to him, the Nuwab, in giving him the Fort of Tarrajah, he most solemnly declares he will, on no account, enter into any terms of friendship with the Koolies, or assist them by either sea or land, or suffer their boats to enter any territories belonging to him, or he himself fit or equip any piratical boats, and look upon any enemies of the Hon'ble Company as his enemy also, but will distress such as much as possible. Neither will he, on any account whatsoever, deliver the Fort of Tarrajah, or any part of the country, to either the Koolies or any other country power whatsoever, without the consent of the Hon'ble Company first had and obtained.

THIRDLY.—That should the Hon'ble Company at any time hereafter have occasion to act against the Koolies of the other Districts, the Nuwab very willingly agrees to let the Hon'ble Company have the use of the Fort of Tarrajah and its dependencies, for the use of their troops whilst they may be there, and order his people to assist them with whatever they may want; provided they do no damage to the Fort or its Purguna, which, in such case, is to be made good by the Hon'ble Company.

FOURTHLY.—Should any power whatsoever attack or disturb him (the Nuwab) in his Fort of Tarrajah, and its dependencies, he requests the assistance of the Honorable Company to keep him in possession, as he must now look upon himself as one of their servants; and any charges sustained by the Hon'ble Company by such their assistance, he, the Nuwab, most readily agrees to defray, as soon as he conveniently can; and should the Honorable Company have occasion for his troops, he, the Nuwab, is very ready to follow their orders, with such a number of forces as they may require; and the Honorable Company is to pay such expense as may be incurred on that account as soon as may be convenient to them.

FIFTHLY.—He requests the Hon'ble Company will send him a proper convoy for conveying his troops to the Kooly coast, and that a sufficient force may meet them on the shore, to escort them to, and deliver them the Fort of Tarrajah; and he requests the Honorable Company will supply him with thirty (30) barrels of gunpowder, and fifty (50) maunds of lead, for the use of Tarrajah Fort, which he, the Nuwab, agrees to pay for.

LASTLY.—He promises and agrees to make the first payment by the time abovementioned, unto Mr. John Torlesse, by transfer upon the Shroffs, and for the remainder four payments he makes over the revenue of the Mokat and Cosbaw; and should it please God to distress the said revenue by want of rain, enemies, or the like, he (the Nuwab) then agrees and promises to make the same good himself.

(A true copy of the Translate.)
(Signed) FREDERICK DORRIEN,
Secretary.

true copy of the copy.)
(Signed) GEORGE SKIPP,
Secretary.

Translate of a Writing from the Nuwab of Cambay, 1771.

L. S.

The Paper of Agreement between the Honorable English East India Company, and MOMIN KHAN, Nuwab of Cambay.

Agreeable to what I have been requested by Mr. John Torlesse, Resident at Cambay, I now do promise, that should Gogo at any time again fall into my hands, and the Hon'ble English Company be desirous of having a factory there, I will grant it to them, and on no account whatsoever suffer any other European nation to settle there; also from the long friendship subsisting between the Hon'ble English Company and me, I have hearkened to the recommendation they have been pleased to give to Ekarajee and Gopaljee Servia. I will, on no pretence whatever, meddle with or trouble the ancient possessions of Ekarajee, the son of the late Bhowsung, nor the town or Fort of Bhownuggur, and take no more than what has always been usual for the possessor of the Bunder of Gogo to take, and what I took when I was in possession thereof, and no more will I demand. And with respect to Gopaljee Servia, I will give neither molestation; but I do request, that after this agreement, the Hon'ble Company will not recommend any more persons of that country to me, and by the help of God, I and my heirs will stand to all agreements hitherto entered into between us. Written with my own hand, this 12th day of the moon Rujub, year 1185 (or 22nd October 1771).

(A true translation.)
(Signed) JOHN TORLESSE.

(A true copy.)
(Signed) DANIEL DRAPER.

CARTENUDDU.

Articles of Agreement made with the King of Cartenuddu, on the 30th December 1761.

Article I.

The pepper, sandal-wood, and cardemoms, produced in the kingdom of Cartenuddu, shall be contracted for by the English Company, without any impediment, they advancing for and buying them at the current prices, and paying the King eleven Fanams and a quarter as duties, on each candy of pepper, and on all the articles agreeable to the custom of the country.

Article II.

If at any time it should happen that any vessel, whether large or small, with the Honorable Company's sealed passport and English colours, be drove ashore in the kingdom of Cartenuddu, on the chief, for the time being, writing to the King, he promises to deliver up the said vessel and her cargo, the Company defraying any expense the King may be at, in placing guards for the better safety thereof.

Article III.

Any person or persons who may desert the Honorable Company's service, whether with arms or without, if found in the Kingdom of Cartenuddu, the King obliges himself to seize and send back, provided that on his application for pardon it is granted.

Article IV.

Whoever of the King's subjects may in future become the English Company's contractors, as long as they shall continue punctual to their engagements, the King promises to protect and countenance them; but those who do not, on a representation being made to the King, he obliges himself to compel them, or their heirs, to satisfy what they may be indebted to the Company.

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ARTICLE V.

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five thousand musqueteers, till such occasion may subside, the Company paying them in like manner as the King shall advise himself does; and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honorable Company promise to assist him with their troops, ball, powder, and arms, as far as they are able, the stores at the same prices their friends have them at; and the King obliges himself to pay for them immediately on their being received.

Dated 30th December 1761.

CHERRIKA.

Treaty with the Prince of Cherrika, in 1756.

ARTICLE I.

If the French, or any other power, shall come against the English Company, in any part of the dominions of the King of Colastria, which extends from Canharottu, North, to the river of Cotta, South, the Prince of Cherrika promises to assist them with all his people and arms, and to use his influence to get succours likewise from the other powers.

ARTICLE II.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry, advising of their being seen, the Prince of Cherrika promises to send fifteen hundred musqueteers to the assistance of the English Company, with such others after them as he can procure, as is stipulated in the above Article; and further, in case a large English force comes to Tellicherry, and the Chief of Tellicherry requests the Prince of Cherrika to afford his assistance to expel the French from the country, he promises readily to give it, to the best of his ability, on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful.

ARTICLE III.

If the French, or any other power, comes against the Prince of Cherrika, the English Company promise to assist him with armed people, balls, powder, and loans of money.

ARTICLE IV.

Whenever the forces of the English Company act in conjunction with those of the Prince's, the heads of these last are to be under the directions of the officer who may be appointed, from time to time, by the Chief of Tellicherry, to command the English forces.

ARTICLE V.

All forces sent by the Prince of Cherrika to the assistance of the English Company are to be paid by them, in the manner of their own Nairs; as, on the contrary, the forces sent by the English Company to the assistance of His Highness, with balls, powder, &c., are to be at his charge and expense.

ARTICLE VI.

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly; and the Prince of Cherrika accordingly promises to put no impediments in the way of it, but to use his influence to enlarge it; as, on the other hand, the English Company promise to favour the Prince in the interest and affairs of his country, according to his necessities, as in times past.

Agreement with the Prince of Cherrika, 1765.

An Agreement made with the actual Prince Regent of Cherrika, on the 23rd of March 1765.

In the year 940 (March 13th), Malabar Style, I, the Regent Prince Revy Varma, certify by this Agreement that I have consented the province of Randoterrah shall be under the Honorable United English East India Com-

The Chief of Tellicherry's Declaration to the Prince Regent of Cherrika, on his Assignment of Randoterrah.

1765, March 23, E. S. In the year 940, ditto 3, M. S. I, Thomas Byfield, Esquire, Chief of Tellicherry, do, by these presents, declare, in behalf of the Honorable United English East India Company, that the present Prince

pany's protection, and for them to collect the rents and revenues thereof, towards paying their demands due by the Achamars, in the same manner as was done, practised, and agreed upon formerly between my uncles, the Princes of Cherrika and said Honorable Company; in reliance of which being punctually attended to by them, I have this day consented and given the same to them, upon a promise made me, on the part of the said Company, by their Chief, Thomas Byfield, Esquire, that all necessary assistance for the good of my palace shall be afforded, when required, agreeable to what has been observed in times past.

Dated 23rd March 1765.

L. S.

Regent, Revy Varma, having put the province of Randoterrah under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their demands on the Achamars of the said province, confirming in full force his uncles' grants of the same by a written instrument executed by him this day.

These are to certify, all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honorable Company, in the same manner as was formerly observed and allowed of.

Dated 23rd March 1765.

(Signed) THOMAS BYFIELD.

COLASTRIA.

The Royal Grant of King BADDACALAMCUR, *Regent of Colastria, dated the 9th September* 1760.

ARTICLE I.

Of our free and good will, we confirm to the English Company and all their grants and privileges in our kingdom, given them by our ancestors; also the Agreement entered into with our younger brother, to be and remain unalterable for ever.

ARTICLE II.

Whereas all the pepper produced in our country is permitted by these grants to be bought by the Company, without any impediment, also for them to impede any one transporting thereof; we now, in order the more firmly to esta-

blish this privilege unto them, and especially to prevent the Dutch, or any one else, purchasing the pepper of Randoterrah, further consent to the Company's placing their people, both by land and sea, in any part they may judge proper, to frustrate it; and if, for this purpose, the Chief of Tellicherry shall request our assistance, we hereby promise to afford it in like manner as he may desire it.

Article III.

All vessels, of what kind soever, drove on shore by stress of weather, or other accidents, in the dominions of Colastria, are, by the laws thereof, the Sovereign's property; but should any one belonging to the English Company, or having their sealed pass, happen to run ashore in any part of our dominions, we promise not to seize thereon, but rather to be aiding, so as to prevent, as much as possible, any damage or loss accruing to the said vessel or her cargo, and to restore her to the Company for account of the lawful owners.

Article IV.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined to reject him, and take such other as, on consulting with the Chief of Tellicherry, he may approve; though in case Unnamen Tamban returns to his obedience, with the Chief's consent, we will re-take him for our heir: and should any of our successors happen to be brotherless or nephewless, and be necessitated to constitute some other Prince, more distantly allied, their heir, we agree, that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

Article V.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to be made of the amount of Customs we receive from the Company, and those trading under their protection in our dominions; agreeable to which we will agree to accept of a certain stipend to be paid us annually, in lieu thereof.

Dated 9th September 1760.

(L. S.)

COTIOTE.

Articles of Agreement with the King of Cotiote, dated the 23rd August 1759.

ARTICLE I.

If at any time the French, or other power, shall attempt to annoy any part of the Honorable Company's Districts, or the Chief for the time being shall have notice of such an intention, and for the defence thereof applies to the King Regent for his assistance, he promises immediately to furnish any number of his Nairs, or musqueteers, that may be desired, not exceeding six thousand; and those who come are to be paid by the Company, during their stay in their service, as follows, viz., three measures of rice, Company's measure, and four Bejas per day, to every common Nair; and four measures of rice, same measure, and eight Bejas, to every Moopa.

ARTICLE II.

The Nairs which the King may send to the Company's assistance are to be under command of such of their (the Company's) Officers as may, from time to time, be appointed by the Chief; and as the King's levying his troops is attended with an extraordinary charge, it is agreed, in consideration thereof, on his beginning so to do, that the Company allow him the sum of two thousand Rupees; but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded, without any fresh allowance being made the King; though in case they should not be required till the commencement of another twelve months from the time above-mentioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expense as before. And to the families of those who may die fighting in the Company's cause, they agree to give them as follows, viz.: To those of the officers, from 340 Fanams to 750 Fanams each, according to their respective ranks; and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by Ola; and those who shall be wounded, the Com-

pany will either cause to be cured by their or a Malabar doctor, at their expense, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer, and 150 to every common Nair, for that purpose.

Article III.

Should the Company, at any time or times, require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make him any levying allowance on such account, but only for what may be wanted from that number to six thousand; and provided that during the stay of a supply from five hundred upwards, the King resides at or on this side of Cotiote, the Company are to allow him two hundred Fanams per day for his expenses, exclusive of the two thousand Rupees (as per Article II.) to be given him on his beginning to levy his troops.

Article IV.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to purchase pepper, cardemoms, or sandal-wood therein; and the Company are annually to present him, at the feast of Onah, with the sum of twelve hundred Fanams, on receiving an Ola from him requesting it.

Article V.

On any enemy's invading the King's territories, the Company agree to supply him with powder, ball, flints, and other warlike stores, at the prices undermentioned, together with the money and rice, to the amount of 150,000 Fanams, including the amount he may at such time be indebted; all which, if the King repays within twelve months, no interest is to be charged; but if not, to run at ten per cent. per annum. The Company shall, however, first endeavour to accommodate matters amicably; but if the enemy will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men, properly equipped, with mortars, cannon, &c., he defraying the expense, giving the same pay to their Nairs and Calliquilones as above agreed by them to give his Nairs, and to the military, in like manner as the Company when they employ them on such occasions; and to the killed and wounded, the same as the Company are to give those belonging to him.

Article VI.

If the King should wage war against any enemy (except the Prince of

Cherrika) the Company agree to assist him with powder, shot, &c., at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted.

ARTICLE VII.

On the Company's taking arms offensively against any power whatever (except the French,) the King promises to afford them the assistance stipulated in the first Article of this Agreement, and on the same terms; and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but contrariwise, to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition; but if the French henceforward grant the King's enemies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them, whenever they may think proper.

Prices of the warlike stores to be supplied the King, viz:—

Gunpowder	at	46	Rupees per barrel.
Lead	„	60	ditto per candy.
Ditto balls	„	66	ditto ditto.
Iron	„	75	ditto ditto.
Flints	„	2	ditto per hundred.
Goa paper	„	7	ditto per ream.

Dated 23*rd August* 1759.

(L. S.)

DEWAS.

Treaty with the Raja of Dewas, dated the 1*st November* 1818, *and ratified by the Right Honorable the Governor General of India in Council on the* 12*th December* 1818.

Engagement between the Hon'ble the East India Company and the Maharajas TOOKOJEE POWAR and ANUND RAO POWAR Joint Rajas of Dewas, their heirs and successors, settled by Lieutenant ALEXANDER MACDONALD, acting under authority from Brigadier General Sir John Malcolm, K. C. B. and K. L. S., Political Agent to the Most Noble the Governor General on the part

of the Hon'ble the East India Company, and SUKHARAM BAPOO, on the part of the Maharajas Tookojee Powar and Anund Rao Powar, Joint Rajas of Dewas, the said Brigadier General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis, Marquis of Hastings, K. G., one of His Majesty's Most Hon'ble Privy Council, Governor General in Council, appointed by the Hon'ble Company to direct and control all the affairs in the East Indies; and the said Sukharam Bapoo being duly invested with full powers on the part of Tookojee Powar, and Anund Rao Powar, Joint Rajas of Dewas.

ARTICLE I.

The British Government will grant its protection to the Maharajas Tookojee Powar and Anund Rao Powar, Joint Rajas of Dewas.

ARTICLE II.

The Rajas Tookojee Powar and Anund Rao Powar engage, that in addition to the attendants of their persons, and the Sebundies of the country, they will keep up and regularly pay fifty good horse and fifty foot, well armed, who shall be at the disposal of the British Government, and after three years, as the revenues of the aforesaid Rajas of Dewas will be augmented by the increase of inhabitants and cultivation, one hundred horse and one hundred foot shall be kept up and be at the disposal of the British Government.

ARTICLE III.

The British Government will protect the Rajas of Dewas, in their present possession of the Mahals of Dewas, Sarungpoor, Allate, Goorgoocheh, Rengnowde, Bunghowde, as well as the share of the collections, amounting to seven per cent. of the 3rd part of the province of Sundursee, belonging to the Raja Ramchundru Rao Powar, of Dhar, and an equal share, viz., seven per cent. of the collection of the province of Doongelah, belonging to the aforesaid Raja of Dhar. The British Government will further protect the Rajas of Dewas against the attacks of enemies, and will aid them in the settlement of any of their rebellious subjects, and will mediate, in a just and amicable manner, any dispute that may arise between them and other States and petty Chiefs.

ARTICLE IV.

The Rajas of Dewas engage to have no intercourse or communication with any other States, and to enter into no affair of any magnitude, without the advice and concurrence of the said British Government.

ARTICLE V.

The British Government agrees to consider the Rajas Tookojee Powar and Anund Rao Powar in every respect the rulers of their present possessions, and engages to give no protection to any of their discontented relations or dependents, and not to interfere in the internal administration of the country.

ARTICLE VI.

The Rajas of Dewas relinquish their claim of seven per cent. on the collections of the province of Doongelah, belonging to Raja Ramchundru Rao Powar, of Dhar, in favour of that Chief, from the beginning of the year 1876 to the beginning of the year 1879, Vikrumajeet, in order that the above-said province, which is now entirely desolated, may be again inhabited; and after the expiration of these three years, the Rajas of Dewas will consider themselves entitled to their share of seven per cent. on whatever sum may be realized, after the deduction of expenses.

ARTICLE VII.

The Rajas of Dewas, with a view to the improvement of their possessions, agree to act by an union of authority, and to administer the affairs of their provinces through one public minister or Chief officer.

ARTICLE VIII.

This Engagement, consisting of eight Articles, has been this day settled by Lieutenant Alexander MacDonald, acting under the direction of Brigadier General Sir John Malcolm, K. C. B. and K. L. S., Political Agent to the Most Noble the Governor General, on the part of the Hon'ble Company, and by Sukharam Bapoo, on the part of Tookojee Powar and Anund Rao Powar, Joint Rajas of Dewas. Lieutenant MacDonald has delivered one copy thereof, in English, Persian, and Marathee, signed and sealed by himself, to the said Sukharam Bapoo, to be by him delivered to the Maharajas Tookojee Powar and Anund Rao Powar, and has received from the said Sukharam Bapoo a counterpart of the said engagement, signed and sealed by himself.

Lieutenant MacDonald engages, that a copy of the said Engagement, ratified by the most Noble the Governor General, in every respect a counterpart of that now executed by himself, shall be delivered, through Sukharam Bapoo, to the Maharajas Tookojee Powar, and Anund Rao Powar, within the period of two months, and on the delivery of such copy to the Maharajas, this Engagement, executed by Lieutenant MacDonald, under the immediate direction

of Brigadier General Sir John Malcolm, shall be returned; and Sukharam Bapoo in like manner engages that another copy, ratified by the Maharajas Tookojee Powar and Anund Rao Powar, in every respect the counterpart of the engagement now executed by himself, shall be delivered to Lieutenant MacDonald, to be forwarded to the most Noble the Governor General within the space of the following day (to-morrow), and on the delivery of such copy to the most Noble the Governor General, the Engagement executed by Sukharam Bapoo, by virtue of the full power and authority vested in him, as abovementioned, shall also be returned.

Dated 1st November 1818.

Company's Seal.

(Signed) HASTINGS,
G. DOWDESWELL,
J. STEWART,
C. M. RICKETTS.

Ratified by the Governor General in Council at Fort William, this 12th day of December 1818.

(Signed) J. ADAM,
Chief Secy. to the Government.

DHAR.

Treaty with the Raja of Dhar, dated the 10th January 1819.

Treaty between the Hon'ble the English East India Company and RAMCHUNDRU RAO POWAR, Raja of Dhar, his heirs and successors, concluded on the part of the Hon'ble East India Company, by Brigadier General SIR JOHN MALCOLM, K. C. B. and K. L. S., Political Agent of the Most Noble the Governor General, and BAPOO RUGHOONATH, on the part of Ramchundru Rao Powar, Raja of Dhar; the said Brigadier General Sir John Malcolm being invested with full power and authority by the Most Noble Francis, Marquis of Hastings, K. G., one of his Britannic Majesty's most Hon'ble Privy Council, appointed by the East India Company to direct and control their affairs in the East Indies, and the said Bapoo Rughoonath being invested with like powers and authority from Ramchundru Rao Powar, Raja of Dhar.

ARTICLE I.

There shall be perpetual peace, friendship, and unity of interest, between the British Government and Ramchundru Rao Powar, Raja of Dhar, his heirs and successors, and the friends and enemies of the one State shall be the friends and enemies of the other.

ARTICLE II.

Rámchundru Rao Powar, Raja of Dhar, agrees to act in subordinate co-operation with the British Government, and to have no intercourse or alliance, private or public, with any other State, but secretly and openly to be the friend and ally of the British Government, and at all times, when that Government shall require, the Raja of Dhar shall furnish troops (infantry and horse) in proportion to his ability.

ARTICLE III.

The British Government agrees to protect the State of Dhar and its dependencies, viz., Budnawar, Birseah, Kooksee, Derhampoor, Sooltunabad, Bulkia, Nulcha, Loharee, and Khurwara, in the province of Joswut, and Lall 'Gurh Doongla, and to secure them and the tribute of Allee to Ramchundru Rao Powar, Raja of Dhar, his heirs and successors.

ARTICLE IV.

The British Government agrees to make Juswunt Sing, Raja of Allee, restore the Purguna of Kooksee, and tribute of Allee, to Ramchundru Rao Powar, Raja of Dhar, and further to aid the said Raja of Dhar in all his legitimate claims upon the Rajpoot Chiefs of Budnawar.

ARTICLE V.

Ramchundru Rao Powar, Raja of Dhar, agrees, upon the part of himself, his heirs, and successors, to make over to the British Government, in lieu of the expense it may incur by protecting his country, all his tributary rights on the principalities of Banswara and Doongurpoor.

ARTICLE VI.

The British Government agrees to restore to Ramchundru Rao Powar, Raja of Dhar, the province of Birseah, lately conquered from the Pindaries, upon the following stipulations, viz., that the British Government retain possession of the

aforesaid Purguna for a term of five years, commencing from the 29th day of March A. D. 1819 (corresponding to the month of Chytru Shood Parwa 1876, Sumvut Vikrumajeet, and to the 29th day of the month Jumadee-ool-Awul 1234, Hijree), for the purpose of liquidating a loan of two lacs and fifty thousand Haullee Rupees (H. Rs. 2,50,000), to be made by the British Government to the State of Dhar. Upon the expiration of the above term, on the 29th of March, A. D. 1824 (corresponding to the 29th of Jumadee-ool-Awul 1239, Hijree), all the gain or loss accruing from the possession of the Purguna to belong exclusively to the British Government, who is to have the option of continuing to hold the Purguna from the Dhar Government, or to let it to any other State, as it may deem expedient; it being distinctly understood, that Ramchundru Rao Powar, Raja of Dhar, his heirs and successors, are to have no claim to exercise authority in the said Purguna, which is to be confined to the management of the British Government, who will pay to the Dhar State the revenue and produce of the aforesaid Purguna.

This Treaty, consisting of VI. Articles, has this day been settled by Brigadier General Sir John Malcolm, K. C. B. and K. L. S., Political Agent for the Most Noble the Governor General, on the part of the Hon'ble the English East India Company, and Bapoo Rughoonath on the part of Ramchundru Rao Powar, Raja of Dhar, his heirs and successors. Brigadier General Sir John Malcolm, K. C. B. and K. L. S., has delivered one copy thereof, in English, Persian, and Hinduvee, signed and sealed by himself, to the said Bapoo Rughoonath, from whom he has received a counterpart of the same, bearing his seal and signature, and confirmed by that of Ramchundru Rao Powar, Raja of Dhar.

Brigadier General Sir John Malcolm, K. C. B. and K. L. S., engages that a copy of the said Treaty, ratified by the Most Noble the Governor General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Bapoo Rughoonath within the space of two months from this date, upon which the one now executed shall be returned.

Done at Budnawar, this 10th day of January A. D. 1819 *(corresponding to the 12th of the month Rubee-ool-Awul* 1234, *Hijree, and to Poos Shood Chowdus Sumvut* 1875, *Vikrumajeet).*

The Company's Seal.

(Signed) HASTINGS.
G. DOWDESWELL,
JAS. STEWART,
J. ADAM.

Governor General's Seal.

Ratified by His Excellency the Most Noble the Governor General in Council, this thirteenth day of March, A. D. 1819.

(Signed) C. T. METCALFE,
Secretary.

Treaty with the Raja of Dhar, dated the 18th December 1821.

Engagement between the Honorable East India Company and Raja Ramchundru Rao Powar, of Dhar, as follows :—

Article I.

Raja Ramchundru Rao Powar consents to cede, in perpetuity, to the Honorable Company, the District of Birseah, and the tribute of Alee (Mohun).

Article II.

The Honorable Company stipulates, in consideration of these two cessions, to pay annually to Raja Ramchundru Rao Powar, his heirs and successors, the sum of one lac and ten thousand Rupees, of the Indor or Oojein currency.

Article III.

Whereas it was agreed, by the VI. Article of the Treaty* concluded between the Honorable Company and the State of Dhar, on the 10th January, A. D. 1819 (12th of Rubee-ool-Awul 1234, Hijree, and 14th Poos Shood 1875, Sumvut), that the District of Birseah should, in compensation of a loan from the British Government to Dhar, of two lacs and fifty thousand Rupees, remain in possession of the British Government for a period of five years, viz., from the 29th March, A. D. 1819 (29th Jumadee-oos-Sanee 1234, Hijree, and the 15th Chytru Shood 1876, Sumvut) till the 29th March, A. D. 1824 (29th Jumadee-ool-Awul 1239, Hijree, and 15th Chytru Shood, ending 1880, Sumvut), it is to be understood that that arrangement remains undisturbed by any term of the present Engagement, and accordingly, the payment by the British Government to Dhar of one lac and ten thousand Rupees will not commence till after the expiration of the five years aforesaid, that is, till the year 1881, Sumvut.

Article IV.

But as the two cessions aforesaid are virtually made to the British Government from the date of this Engagement, the British Government agrees that from the date it commences to exercise the rights acquired by the cession of the Alee (Mohun) tribute, it will pay to Dhar at the rate of ten thousand Ru-

* Vide pages 111 ad 113.

pees per annum, of Indor or Oojein currency, till the 27th day of March 1824.

ARTICLE V.

The annual amount of one lac and ten thousand Rupees, of Indor or Oojein currency, to be paid by the British Government to Dhar, will be liquidated by two equal instalments of fifty-five thousand Rupees each, viz., one in the month of Koowar, and the other in the month of Chytru, of each Hindoo year. Those for the first year corresponding with August, A. D. 1824, and February, A. D. 1825.

Done at Dhar, this 18th day of December, in the year of our Lord 1821 *(corresponding with the 22nd Rubee-ool-Awul* 1237, *Hijree, and the 9th Vud Margshirsh* 1878, *Sumvut Vikrumajeet).*

Seal of Raja Ramchundru Rao.

(Signed) N. ALVES,
Second Assistant on Deputation.

Company's Seal.

(Signed) HASTINGS.
JAMES STUART,
JOHN FENDAL.

Ratified by the Governor General in Council, at Fort William, this twenty-sixth day of January, one thousand eight hundred and twenty-two.

(Signed) GEO. SWINTON,
Secretary.

DHINGEY.

Agreement executed by WAGHA MANIK, *of Dhingey, renouncing, in future, Piracy and all right to Wrecks.*

Be it known to all, that I, Wagha Manik, of Dhingey, in order to afford the fullest testimony of respect and attachment to the Hon'ble Company, do engage

and bind myself, my heirs and successors, to observe the following Articles of Agreement, concluded by me on my part, and by Major ALEXANDER WALKER on the part of the Hon'ble Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Wagha Manik, of Dhingey, do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Wagha Manik, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Hon'ble Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority, shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Hon'ble Company.

Dated the 20th December 1807.

(Signed) THUKUR RYA and DEWA, for WAGHA MANIK.
RAJGUR KASOWJEE, Agent of MOOLOO MANIK.
JHAREJA JEEAJEE, of MORVEE, by the Agency of MEHTA BHANJEE.
JHAREJA JUSAJEE, of Jettia.

DOONGURPOOR.

Treaty with the Raja of Doongurpoor, dated the 11th December 1818.

Treaty between the Honorable English East India Company and RAEE RAYAN MAHA RAWUL SHREE JUSWUNT SING, Raja of Doongurpoor, his heirs

and successors, concluded on the part of the Honorable English East India Company by Captain J. CAULFIELD, acting under the instructions of Brigadier General Sir John Malcolm, K. C. B. and K. L. S., &c. &c., Political Agent for the Most Noble the Governor General, and Raee Rayan Maha Rawul Shree Juswunt Sing, Raja of Doongurpoor, on the part of himself, his heirs and successors; the said Brigadier General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis, Marquis of Hastings, K. G., one of his Britannic Majesty's Most Honorable Privy Council, appointed by the Honorable East India Company to direct and control their affairs in the East Indies.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interest, between the British Government and Maha Rawul Shree Juswunt Sing, Raja of Doongurpoor, his heirs and successors, and the friends or enemies of either of the contracting parties shall be the same to both.

ARTICLE II.

The British Government engages to protect the principality and territory of Doongurpoor.

ARTICLE III.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British Government, and with due submission to its supremacy, and will not henceforth have any connection with other Chiefs or States.

ARTICLE IV.

The Maha Rawul, his heirs and successors, shall remain absolute rulers of their territory and principality, and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE V.

The affairs of the principality of Doongurpoor shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

ARTICLE VI.

The Maha Rawul, his heirs and successors, will not enter into negociation with any Chief or State without the sanction of the British Government, but his customary amicable correspondence with friends or relations shall continue.

ARTICLE VII.

The Maha Rawul, his heirs and successors, will not commit aggression on any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE VIII.

The Maha Rawul, his heirs and successors, agree to pay all tribute justly due to the state of Dhar, or any other power, up to the present time, to the British Government, by annual payments, to be regulated at the discretion of the British Government, according as the Doongurpoor State recovers its prosperity.

ARTICLE IX.

The Maha Rawul, his heirs and successors, agree to continue to pay to the British Government, in lieu of its protection, and to defray the expenses it may be put to, a tribute to be regulated by the prosperity of his country, but never exceed three-eighths of the actual revenue.

ARTICLE X.

The Maha Rawul, his heirs and successors, engage to afford what military force they may be possessed of to the British Government, upon its requisition.

ARTICLE XI.

The Maha Rawul, his heirs and successors, engage to discharge all Arabs, Mekranees, and Sindees, and to entertain no soldiers but natives of the country.

ARTICLE XII.

The British Government agrees not to countenance the connexions of the

Maha Rawul who may be disobedient, but to afford him aid in bringing them under due control.

ARTICLE XIII.

The Maha Rawul agrees, in the ninth Article of this Treaty, to pay tribute to the British Government; and for the purpose of securing the same, agrees to pay the said tribute to persons to be appointed to receive it upon the part of the British Government, and in the event of any failure in the said payment, the Maha Rawul agrees that an Agent on the part of the British Government be appointed to receive the tribute from the Town Duties of Doongurpoor.

This Treaty, consisting of thirteen Articles, has been this day concluded by Captain J. Caulfield, acting under the direction of Brigadier General Sir J. Malcolm, K. C. B. and K. L. S., &c., &c., on the part of the Honorable East India Company, and Maha Rawul Shree Juswunt Sing, Raja of Doongurpoor, on behalf of himself, his heirs and successors. Captain Caulfield engages that a copy of this Treaty, ratified by the Most Noble the Governor General, shall be delivered to the Maha Rawul Shree Juswunt Sing, Raja of Doongurpoor, within the period of two months, and on delivery of the same, the present Treaty, executed by Captain Caulfield, under the immediate direction of Brigadier General Sir J. Malcolm, K. C. B. and K. L. S., shall be returned.

The Rawul has signed and sealed this Treaty in the full possession of his faculties, and from his own free will and choice, as witness his hand and seal.

Done at Doongurpoor, this 11*th day of December,* A. D. 1818 *(or the twelfth of the month Suffur, in the year* 1234, *Hijree, corresponding to the fourteenth of Margshirsh Sood, Sumvut* 1875).

(Signed) J. CAULFIELD. L. S.

(Signed) JUSWUNT SING.
(In Rongon characters).

Wafer Seal of the Hon'ble Company.

(Signed) HASTINGS,
G. DOWDESWELL,
J STUART,
J ADAM.

The Governor General's small Seal.

Ratified by His Excellency the Governor General in Council, this 13th day of February, A. D. 1819.

(Signed) C. T. METCALFE,
Secretary to Government.

Agreement between the British Government and the MAHA RAWUL SHREE JUSWUNT SING RAWUL, *of Doongurpoor, dated the 29th January* 1820.

Whereas, in the 8th Article of the Treaty between the British Government and the Maha Rawul Shree Juswunt Sing Rawul, of Doongurpoor, dated 14th Margshirsh Sood, Sumvut 1875, or 11th December 1818, the aforesaid Rawul stipulates to pay to the aforesaid British Government all arrears of Tribute due to the State of Dhar, or any other power, up to the date of the said Treaty, by annual payments, to be regulated at the discretion of the British Government; and whereas the British Government has been pleased, in consideration of the impoverished state of the Maha Rawul's country and finances, to accept a payment of (35,000) thirty-five thousand Shalim Shahee Rupees, being equal to one year's Tribute paid to other States in times of prosperity, in lieu of all arrears mentioned in the 8th Article, the Maha Rawul hereby engages to pay that sum to the British Government, by instalments, at the periods following, viz. :—

In Magh Shood Poonum 1876, Vikrumajeet (corresponding with January 1820, A. D.)..1,500 Rs.

In Vysakh Shood Poonum 1877, Vikrumajeet (corresponding with April 1820, A. D.)..1,500 Rs.

In Magh Shood Poonum 1877, Vikrumajeet (corresponding with January 1821, A. D.)..2,500 Rs.

In Vysakh Shood Poonum 1878, Vikrumajeet (corresponding with April 1821, A. D.)..2,500 Rs.

In Magh Shood Poonum 1878, Vikrumajeet (corresponding with January 1822, A. D.)..3,000 Rs.

In Vysakh Shood Poonum 1879, Vikrumajeet (corresponding with April 1822, A. D.)..3,000 Rs.

In Magh Shood Poonum 1879, Vikrumajeet (corresponding with January 1823, A. D.)..3,500 Rs.

In Vysakh Shood Poonum 1880, Vikrumajeet (corresponding with April 1823, A. D.)..3,500 Rs.

In Magh Shood Poonum 1880, Vikrumajeet (corresponding with January 1824, A. D.)..3,500 Rs.

In Vysakh Shood Poonum 1880, Vikrumajeet (corresponding with April 1824, A. D.)..3,500 Rs.

In Magh Shood Poonum 1881, Vikrumajeet (corresponding with January 1825, A. D.)..3,500 Rs.

In Vysakh Shood Poonum 1882, Vikrumajeet (corresponding with April 1825, A. D.)..3,500 Rs.

And whereas, in the 9th Article of the Treaty aforesaid, the Maha Rawul agrees to pay to the British Government, in lieu of its protection, a Tribute, to be regulated by the prosperity of the country, but not to exceed three-eighths of the actual revenue, and whereas the British Government, desirous of the speedy prosperity of the Rawul's country, has been pleased to direct a settlement of the amount to be paid on account of Tribute for the years A. D. 1819, 1820, and 1821, the Maha Rawul engages to pay the following sums for the years above specified, as follows:—

In Magh Shood Poonum 1876, Vikrumajeet (corresponding with January 1820, A. D.)..8,500 Rs.

In Vysakh Shood Poonum 1877, Vikrumajeet (corresponding with April 1820, A. D.)..8,500 Rs.

Total, 17,000 Rupees for 1819.

In Magh Shood Poonum 1877, Vikrumajeet (corresponding with January 1821, A. D.)..10,000 Rupees.

In Vysakh Shood Poonum 1878, Vikrumajeet (corresponding with April 1821, A. D.)..10,000 Rupees.

Total, 20,000 Rupees for 1820.

In Magh Shood Poonum 1878, Vikrumajeet (corresponding with January 1822, A. D.)..12,500 Rs.

In Vysakh Shood Poonum 1879, Vikrumajeet (corresponding with April 1822, A. D.)..12,500 Rupees.

Total, 25,000 Rupees for 1821.

This settlement is for three years only, at the expiration of which period, the British Government will, according to the terms of the 9th Article, make such a Regulation of the Tribute as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interest of both Governments.

This Agreement was concluded at Loonawara, by Captain A. MacDonald, according to orders from General Sir John Malcolm, K. C. B. and K. L. S., on the part of the British Government, and by Tuckta Gaundy, Minister of Doongurpoor, on the part of the Maha Rawul Shree Juswunt Sing, this 29th day of January, A. D. 1820 (corresponding with Magh Shood Poonum, Sumvut 1876).

Seal of the Rawul.

(Signed) A. MacDonald,
First Assistant to Sir John Malcolm.

(A true copy.)

(Signed) John Pasley, A. D. C.

DUTTIA.

Treaty concluded between RAO RAJA PAREECHUT, *of Duttia, and Captain* BAILLIE, *Political Agent of His Excellency General Lake, Commander-in-Chief, &c., &c., at Koonjum Gath, the 15th day of March* 1804.

Whereas a firm Treaty of alliance and friendship subsists between the British Government and His Highness the Peshwa, and by a mutual Agreement between those two Powers, a portion of the Province of Bundlecund has been ceded, in perpetual sovereignty, to the Hon'ble Company, and whereas, shortly after the arrival of the British Army in Bundlecund, Rao Raja Pareechut Bahadoor, the ruler of Duttia, repaired to the British standard, and was admitted among the number of the dependents of the British Government, therefore, and with a view to the greater security and confidence of Rao Raja Pareechut Bahadoor, a Treaty, comprising the following Articles, is now concluded between the British Government and the said Raja Pareechut Bahadoor.

ARTICLE I.

Raja Pareechut Bahadoor, having professed his obedience and attachment to the British Government, and to that of His Highness the Peshwa, hereby engages to consider the friends of both Governments as his friends, and their enemies as his enemies : that is to say, he promises not to molest any Chief or State who shall be obedient to the British Government and to His Highness the Peshwa; and considering all such as may be rebellious or disaffected to those Governments as his own enemies, he engages to give no protection in his country to such persons or their families, to hold no intercourse or correspondence of any nature with them, and to use every means in his power to seize and deliver them over to the Government against which they may offend.

ARTICLE II.

If, at any time, a dispute arise between Raja Pareechut Bahadoor and any neighbouring State or Chieftain professing obedience to the British Government, the Raja engages to communicate the grounds of such dispute to the British Government, that they may have an opportunity of investigating the matter in dispute, and of adjusting it to the mutual satisfaction of the parties, or of punishing the party who shall be refractory.

ARTICLE III.

The Ilaka of Bhandire, and certain other Mahals, having been lately ceded by the British Government to the Ranee of Gohud, the Raja engages to abstain from all manner of interference with the said Ilaka of Mahals, and the Raja further engages to live on terms of amity and friendship with all the neighbouring Chiefs who have professed their obedience and attachment to the British Government, and to avoid entering into quarrels with any of those Chiefs.

ARTICLE IV.

Whenever a detachment of the British forces shall be employed in punishing the disaffected in the countries contiguous to the possessions of Raja Pareechut Bahadoor, the Raja engages to join the British forces with his army, and to assist in the accomplishment of their views : and if, at any time, a detachment of the British force shall march into the Raja's territory, for the purpose of quelling disturbances there, the whole expenses of such detachment shall be defrayed by the Raja ; on the other hand, if the assistance of the Raja's troops be, at any time, demanded for the purpose of quelling disturbances in the British territory, the expense of such troops shall be borne by the British Government.

ARTICLE V.

Raja Pareechut Bahadoor is in reality the commander of his own troops ; but it is hereby agreed, that on every occasion where they may be acting with the British forces, the general command of the whole shall be vested in the Commanding Officer of the British troops ; and, in the event of peace being concluded, a due attention shall be paid to the interests of the Raja.

ARTICLE VI.

The Raja engages never to entertain in his service any British subject or European, of any nation or description whatever, without the consent of the British Government.

ARTICLE VII.

The ancestors of Raja Pareechut Bahadoor, having uniformly been treated with respect and distinction by the powers of Hindoostan, and by His Highness the Peshwa, and having uniformly enjoyed the undisturbed possession of the

territory now in the Raja's occupation, the Raja shall, in like manner, experience every degree of consideration and favor under the British Government, so long as he shall continue faithful and attached to its interests.

Article VIII.

The territory which, from ancient times, has descended to Raja Pareechut Bahadoor by inheritance, is hereby confirmed to the Raja, and to his heirs and successors, and they shall never be molested in the enjoyment of the said territory by the British Government, nor by any of their allies.

Article IX.

If Raja Umbajee Inglia, at any time, molest the possessions of the Raja, the British Government shall interfere to prevent him.

Article X.

Accusations of disaffection, if adduced by any person against the Raja, shall not be attended to by the British Government, unless the truth of them be proved.

This Agreement, containing ten Articles, signed and sealed by Captain John Baillie and Rao Raja Pareechut Bahadoor, on the 15th of the month of March (corresponding with the 2nd of the month of Zilhuj 1218, Hijree, and the 4th Jesht Shood 1861, Sumvut), at Goonjum Gath, is delivered to Rao Raja Pareechut Bahadoor ; and another, of the same date, tenor, and contents, signed and sealed by the parties on the same day, is delivered to Captain John Baillie. Whenever the ratification of this Agreement, under the seal and signature of His Excellency General Lake, or of His Excellency the Most Noble Marquis Wellesley, Governor General, shall be delivered to Raja Pareechut Bahadoor, the Raja engages to return this Agreement.

(A true translation.)

(Signed) J. Baillie,
Agent to the Governor General.

(A true copy.)

(Signed) N. B. Edmonstone,
Secretary to Government.

Treaty between the British Government and the Raja of Duttia, dated the 31st July 1818.

Whereas a Treaty of friendship was concluded between the British Government and Raja Pareechut, Raja of Duttia, on the 15th March 1804; and whereas, by virtue of a Treaty concluded between the British Government and the late Peshwa, under date the 13th of June 1817, the territory held in Jageer from the Peshwa, by the Vinchoorkur Jageerdar, North of the Nerbuda river, was ceded to the British Government; and whereas the Raja of Duttia, by the zeal, fidelity, and attachment which he has uniformly manifested to the British Government, since the date of his former Treaty, and more especially by the prompt and effectual assistance he afforded the British troops, during the late encampment of the Army, under the personal command of the Most Noble the Governor General, within his country, has established a just claim to the liberality and indulgence of the British Government, the Most Noble the Marquis of Hastings, Governor General, influenced by these considerations, has consented to bestow, in perpetuity, upon the said Raja Pareechut, Raja of Duttia, that portion of the late Jageer of Vinchoorkur Jageerdar lying East of the river Sinde, commonly called the Chowrasee, subject, however, to the charges and conditions set forth in the following Articles. With a view, also, to the further strengthening and confirming of the friendship and attachment of the State of Duttia, the British Government has consented to protect the Duttia territory against all foreign enemies. The following Articles have accordingly been concluded between Raja Pareechut, Raja of Duttia, and the British Government, in amendment of the former Treaty :—

Article I.

The Treaty concluded between the British Government and Raja Pareechut, under date the 15th of March 1804, is hereby confirmed, with exception to such parts of it as are amended or altered by the provisions of this Treaty.

Article II.

The British Government hereby grants, in perpetuity, to the said Pareechut, Raja of Duttia, all those lands lying to the East of the river Sinde, known by the name of Chowrasee, and formerly held by the Vinchoorkur Jageerdar, as detailed in the subjoined list; subject, however, to the conditions and charges contained in the following Articles. The Raja is hereby also confirmed in the

permanent possession of that part of the Vinchoorkur Jageer, contained also in the subjoined list, which is already in the Raja's possession.

ARTICLE III.

Rao Gunput Rao, the agent of the Vinchoorkur Jageerdar, will receive an assignment, to the amount of ten thousand Rupees per annum, on the aforesaid lands; and the Raja of Duttia hereby agrees to pay to the said Gunput Rao the above provision, in such manner as the Most Noble the Governor General may direct.

ARTICLE IV.

The British Government hereby agrees to protect the original territory of the Raja of Duttia, as well as the District now granted to the Raja, from the aggressions of all foreign powers.

ARTICLE V.

The British Government having, by the terms of the foregoing Article, engaged to protect the territory of Duttia from the aggressions of all foreign powers, it is hereby agreed between the contracting parties, that whenever the Raja of Duttia shall apprehend a design, on the part of any foreign power, to invade his territories, whether in consequence of any disputed claim, or on any other ground, he shall report the circumstances of the case to the British Government, which will interpose its mediation for the adjustment of such disputed claim; and the Raja, relying on the justice and equity of the British Government, agrees implicitly to abide by its award. If the apprehended aggressions shall be referable to any other cause, the British Government will endeavour, by representation and remonstrance, to avert its design; and if, notwithstanding the Raja's acquiescence in the award of the British Government, the other power shall persist in its hostile designs, and the endeavours of the British Government shall fail of success, such measures will be adopted for the protection of the Raja's territories as the circumstances of the case may appear to require.

ARTICLE VI.

In consideration of the liberal grant of territory now made to the Raja of Duttia, and the protection and guarantee afforded by the two foregoing Articles to the Raja's territory, the Raja hereby binds himself to employ his troops, at his own expense, whenever required to do so, in co-operation with those of

the British Government, on all occasions in which the interests of the two States may be mutually concerned. On all such occasions the Duttia troops shall act under the orders and control of the Commanding Officer of the British troops.

ARTICLE VII.

The Raja of Duttia hereby agrees to submit to the arbitration of the British Government all his disputes with other Chieftains, and implicitly to abide by its award.

ARTICLE VIII.

The Raja engages at all times to employ his utmost exertions in defending the roads and passes of his country against any enemies or predatory bodies who may attempt to penetrate through it into the territories of the British Government.

ARTICLE IX.

Whenever the British Government may have occasion to send its troops through the territories of the Raja of Duttia, or to station a British force within them, it shall be competent to the British Government so to detach or station its troops, and the Raja shall give his consent accordingly. The commander of the British troops who may thus eventually pass through or permanently occupy a position within the Raja's territory, shall not in any manner interfere in the internal concerns of the Duttia Government. Whatever materials or supplies may be required for the use of the British troops during their continuance in the Duttia territories, shall be readily furnished by the Raja's officers and subjects, and shall be paid for at the price current of the bazar.

ARTICLE X.

The Raja of Duttia hereby binds himself to maintain no correspondence with foreign States, without the privity and consent of the British Government.

ARTICLE XI.

The Raja of Duttia hereby engages to give no asylum to criminals, nor to defaulters of the British Government, who may abscond and take refuge within his territories; and should the Officers of the British Government be sent in pursuit of such criminals and defaulters, the Raja further engages to afford such Officers every assistance in his power in apprehending them.

ARTICLE XII.

This Treaty, consisting of twelve Articles, having been this day contracted, subject to the pleasure of the Most Noble the Governor General, between the British Government and the Raja of Duttia, through the agency of Mr. JOHN WAUCHOPE, Agent of the Governor General, on the one part, and RAO SHEO

PURSAD, Vakeel of the Raja of Duttia, on the other, Mr. Wauchope and the said Vakeel have signed, sealed, and exchanged two copies of it, in the English, Persian, and Hindoo languages. A corresponding copy, if approved, will be ratified by the seal and signature of the Most Noble the Governor General, and hereafter delivered to the said Vakeel, for the purpose of being transmitted to the Raja: after which, another copy, signed and sealed by the Raja, will be delivered to Mr. Wauchope, for the purpose of being deposited among the records of the British Government.

Done at Callinger, this 31*st July* 1818 *(corresponding with* 14*th of Shrawun* 1225, *Fuslee, and* 1875, *Sumvut, and with the* 26*th of Rumzan* 1233, *Hijree).* Ratified by the Governor General in Council at Fort William, this 29th day of August 1818.

List of the Villages ceded by the Second Article.

Ochar,
Lauch,
Andowreh,
Khyrowneh,
Koolaith,
Bainao,
Paharee Syum,
Paharee Rowut,
Erentaroreh,
Bararee,
Kheereeah,
Doorgahpoor,
Soonrapuraro,
Dabaoreh,
Nundenah,
Seyoone,
Jigneeah,
Banrapoorah,
Ramgurrah,
Todah,
Chittaree,
Bhorowly,
Seawuree,
Karrah,
Kirkah,
Bhudowneh,
Teletha,
Bhirsooleh,
Sonaree,
Khujoree,
Thylee,
Selooree,
Ekoneh,
Jaigha,
Jhajhurpore,
Jytpoorah,
Chonkooree.

The following villages, already in the Raja's possession, are confirmed to him by the second Article :—

Indergurgh,
Khundooah,
Burgawan,
Netwahpoora,
Khootowndah,
Daober,
Peperwah,
Jowneeah,
Dylwah,
Bhindowl,
Puchokherah,

Done at Callinger, this 31*st of July* 1818 *(corresponding with the* 14*th Shrawun* 1225, *Fuslee, and* 1875, *Sumvut, and with the* 26*th of Rumzan* 1233, *Hijree).*

DWARKA.

Agreement executed by MOOLOO MANIK SUMMYANEE, *of Dwarka, renouncing, in future, Piracy and all right to Wrecks.*

Be it known to all, that I, Mooloo Manik Summyanee, in order to afford the fullest testimony of respect and attachment to the Hon'ble Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement, concluded by me on my part, and by Major ALEXANDER WALKER on the part of the Hon'ble Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Mooloo Manik Summyanee, of Dwarka, do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Mooloo Manik Summyanee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Hon'ble Company's vessels and subjects shall at all times have admission into my ports, for the purpose of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority, shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Hon'ble Company.

ARTICLE III.

As the temple of Dwarka is consecrated to the worship and adoration of the Supreme Being, the Hon'ble Company will be always disposed to afford the temple for these holy purposes every suitable encouragement and protection.

ARTICLE IV.

It is further agreed to by me, that to prevent all future causes of dispute or misunderstanding, the Hon'ble Company may appoint Soondurjee Sheojee, or one of his connexions, to reside at Dwarka, and from time to time cause one

of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these Articles are observed inviolably. So help me God.

Margsheers Shood, 15th Sumvut 1864 *(or 14th December* A. D. 1807).

Seal of Roydhunjee.

Security Bond executed by DEWAN HUNSRAJ SHA, *on the part of* RAO SHREE ROYDHUNJEE, *of Kutch, for the Chief of Bet and Dwarka, dated 1st January* 1808.

In consequence of Major ALEXANDER WALKER, on account of the Hon'ble Company, having, through the agency of Khutree Soonderjee Sheojee, concluded friendship, and entered into a written Agreement with Koonwur Manunjee, of Bet, through the agency of Suddaram, and Mooloo Manik, of Dwarka, I, Maha Raja Rao Shree Roydhunjee, by the agency of Hunsraj Sha Samidass Dewan, agree to become guarantee for the due observance of these Engagements, and do hereby bind myself as answerable for the least aggression or theft on their part to the Hon'ble Company. This is true; I have become security with my own free will and consent. I am perfectly bound to cause an adherence to this.

Dated Pous Shood, 4th Friday, Sumvut, 1864 *(corresponding with* A. D. *1st January* 1808).

GAEKWAR.

Treaty with Futteh Sing Gaekwar, dated the 12th January 1773.

Agreement between WILLIAM ANDREW PRICE, *Esq., Chief for Affairs of the British Nation, in Behalf of the Honorable United East India Company, on the one part, and* FUTTEH SING GAEKWAR, *on the other part.*

The town of Broach, lately belonging to Madzuz Khan, Nuwab, having been conquered by the victorious arms of the Hon'ble Company, it is stipulated and agreed, that every thing shall remain on the footing it was at the time of the said conquest; the English and Futteh Sing each receiving their share of the revenues, in the proportions they then stood, both within the town and territory annexed thereto. In this there is not to be any difference. Agreeable to the above every thing is to continue.

This is the agreement sealed by both parties, the 12th day of January 1773, or the 18th of Shuwal, in the 1186th year of the Hejira.

TREATY WITH FUTTEH SING GAEKWAR,

DATED THE 26TH JANUARY 1780.

Treaty between the Honorable English East India Company and FUTTEH SING ROW GAEKWAR SHUMSHER BAHADOOR, *concluded at the Village of Kandeela, in the Purguna of Dubhoy, January 26th* 1780.

The ministers of the Muratha State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard,

in the name of the Honorable Governor General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English, compelled them to take up arms in defence of their own rights and possessions, the Honorable the President and Select Committee of Bombay, with the sanction and approbation of the Honorable the Governor General and Council of Fort William, have appointed and authorized Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance, betwixt the Honorable English East India Company, on the one part, and Futteh Sing Rao Gaekwar Shumsher Bahadoor, for and in the name of all the Gaekwar Family on the other, and the following are the articles of convention mutually entered into.

ARTICLE I.

The English and Futteh Sing Rao agree to a league of defensive alliance, and to protect each other against all foreign enemies whatever.

ARTICLE II.

The ministers of the Muratha State, by repeated violations of Treaty, as well as their late conduct, having drawn on themselves the just resentment of the English, having also, by undue acts of oppression, proved themselves the enemies of Futteh Sing; for these reasons, and because the most firm and sincere friendship has long subsisted betwixt the Honorable Company and Futteh Sing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the Government of Poona from all share of country in the province of Guzerat whatever.

ARTICLE III.

The English agree to support and defend Futteh Sing in possession of his share of the Guzerat province; and Futteh Sing is to assist and support the English in possessing themselves of, and maintaining the share now held by the Government of Poona.

ARTICLE IV.

In order to accomplish this service, as a firm friendship is now established betwixt the English and Futteh Sing, the latter agrees to join the English with three thousand horse, according to custom, and as many more as he can possibly raise, to act in conjunction with them during the present war, whenever they shall call upon him to do so.

ARTICLE V.

As the present mode of partition betwixt the Poona Government and Futteh Sing is attended with great loss and inconvenience, from the disputes that must arise from the interference of the officers of each, in collecting the revenues of

the same places, and that lay interspersed with one another, it is agreed upon that a new settlement of the province of Guzerat shall take place, for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honorable East India Company and Futteh Sing, according to the proportion of the revenues now respectively held by him and the Murathas.

Article VI.

Ahmedabad and its dependencies, that is to say, the country to the north of the river *Myhé*, now possessed by the Poona Government, to be allotted to Futteh Sing, in lieu of which the English are to be put in possession of the Gaekwar division of the country, south of the Taptee, known by the name of Athavisee, and their share in the revenue of the city Surat.

Article VII.

The English will give such assistance of force as Futteh Sing may require, to conquer and put him in possession of the Poona share of the country to the north of the Myhé.

Article VIII.

The final partition and settlement of the Guzerat province being made, each party is to have the distinct and sole government and possession of the division allotted to him, and to hold his share independent of and unconnected with the other, except when united for their common defence against a foreign enemy, which they mutually and in the most solemn manner agree to do in case of such attack being made upon either. And this partition and settlement mutually agreed to, is to be binding upon them and their posterity for ever.

Article IX.

Futteh Sing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poona Government, it is stipulated that the Honorable Company will do so, till a final peace shall be concluded betwixt them and the Poona Government, in which the interest of Futteh Sing shall be carefully and equally attended to with their own.

Article X.

In consideration of the advantage that will arise to Futteh Sing from the above Article, and as a proof of his sincere regard and friendship for the English, he agrees to cede to them the district of Zinor, and the villages situated in the Broach Purguna now belonging to him, both which are to remain for ever in the possession of the Company.

ARTICLE XI.

All the countries and places made over to the English in this Treaty by Futteh Sing, are to be delivered into their hands, and the collections accounted for to them from the day that Futteh Sing is put in possession of the city of Ahmedabad; and no demands of collection for any past time is to be made in them by Futteh Sing.

ARTICLE XII.

It is agreed that two copies of this Treaty be immediately sent to the Honorable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honorable Governor General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification; after which one copy so authenticated is to remain with the Honorable President and Select Committee of Bombay, and another with Futteh Sing.

(Signed) THOMAS GODDARD.

(A true translation.)

(Signed) DALHOUSIE WATHERSTONE,
Persian Translator.

Company's Seal.

This Treaty was signed, sealed, and delivered to the contracting parties by each other, in the presence of us, who have hereunto signed our names.

(Signed) JOHN COCKERELL,
Quarter-master General.

EDWARD HEARD,
Adjutant General.

N. B.—A copy of this Treaty was also written in Persian, and the articles respectively placed opposite to the English ones, and signed as follows:—

(Signed) THOMAS GODDARD.

The Seal of the Company.

Futteh Sing, his Seal.

Futteh Sing's Signature.

(Signed) GOVIND GOPAL,
The Raja's Dewan.

(Signed) ROLAJEE SCINDIA,
Married to the daughter of Syajee, Futteh Sing's Brother.

NOTE.—The foregoing Treaty does not appear to have been formally ratified by the Supreme Government but its substance was generally approved by that authority.

Articles of Convention between the Honorable JONATHAN DUNCAN, *Esquire, President and Governor in Council of Bombay, for and on behalf of the Honorable East India Company, of the one part, and* RAOJEE APPAJEE, *for and on behalf of* ANUND RAO GAEKWAR SENAKHASKHEL SUMSHER BAHADOOR, *of the other part, for the security of the Dominion and Government of the Gaekwar in Guzerat.*

ARTICLE I.

The said Raojee Appajee, having solicited the assistance of the English troops against Mulhar Rao, with a view of bringing him to reason, either by peaceable or hostile means, so as to prevent his ruining the country of the State of the Gaekwar, of which Anund Rao is the proper and legitimate heir and head, and the English troops, under the command of Major Walker, having accordingly arrived in the territories of the Gaekwar, and the said Raojee Appajee having also come to Cambay to meet the Hon'ble the Governor, it is hereby agreed by and between them, that the expense already incurred, and such others as may hereafter be occasioned, for the pay, allowances, and transportation of the troops, expenditure and transportation of stores, ammunition, &c., shall be accounted for and paid, with interest, at the rate of three-quarters per cent. per month of thirty days, by the said Raojee Appajee, on account of Anund Rao Gaekwar, and the State aforesaid, in two instalments: the first to become due on or before the 5th of October next, and the second on or before the 5th of January 1803; for the security of which he assigns and mortgages the Gaekwar's share of the District of Uthavisee, near Surat; hereby agreeing that, on failure of the first instalment, the English are to take possession of the said country, and to retain the same under their own collection and management, until the whole be fully cleared and made good to the Honorable Company, with interest.

ARTICLE II.

It is further hereby stipulated, between the Honorable East India Company and the Gaekwar State, that the latter shall permanently subsidise from the Honorable Company a force of about two thousand Sepoys, one Company of European Artillery, and its proportion (consisting of two Companies) of Lascars, the estimated expense of which, including establishment of stores, being about 65,000 rupees per month. It is hereby agreed that landed Jaédad, or funds, be assigned, so as fully to cover this expense and whatever it may amount to, from such part of the Gaekwar territories as may be hereafter fixed on, in view to the greatest convenience of both parties; but this Article is not to be

carried into effect till the war against Kuree be closed, when it is also proposed, through the co-operation of the English, to effect a reduction in the number of the Arab force now kept up; and meanwhile this is to be considered as an eventual, and to remain at present an entirely secret Article.

ARTICLE III.

The Purguna of Chowrasee, and the Gaekwar's share of the Chouth of Surat, having been ceded to the Honorable Company, in pursuance of the engagement, by letters to that effect, from the late Govind Rao to the Honorable the Governor of Bombay, the same is hereby confirmed.

ARTICLE IV.

This Agreement to be binding and permanent, when ratified by the Supreme Government of Bengal, who, in all political concerns, control the other Presidencies, but in the mean time to be in full force.

In witness whereof, the parties have interchangeably set hereunto their hands and seals, in Cambay, this 15th day of March 1802.

Witnesses,
MIGUEL DE LIMA E SOUZA.
GOPAL RAO BAPOOJEE,
Vakeel, on the part of
Senakhaskhel Shumsher Bahadoor.

(Signed) J. DUNCAN. L. S.

(Signed) RAOJEE APPAJEE.
The above writing is true.

Seal of the Gaekwar State.

Dated 10 *Zilkad, Sun Isuné Myatyne Wuuluf,* 1858.

TREATY WITH ANUND RAO GAEKWAR.

JUNE, 1802.

Articles of Agreement between the Honorable JONATHAN DUNCAN, *Esq., President and Governor of Bombay, for and in behalf of the Honorable East India Company, and* RAOJEE APPAJEE, *the Dewan or Minister of* ANUND RAO GAEKWAR SENAKHASKEL SHUMSHER BAHADOOR, *for and in behalf of the said Anund Rao Gaekwar, in virtue of the full powers vested in the said Raojee Appajee, to treat and settle for the affairs of the Gaekwar Principality with the said Governor of Bombay, which powers bear date the* 3*rd of Zilkad, or* 8*th of March, in the year of our Lord* 1802.

ARTICLE I.

Whereas certain Articles were, under date the 15th of March* last, answering to the 10th Zilkad, entered into, under the above-mentioned full powers, by the said contracting parties, in reference to the war then carrying on against Mulhar Rao, and providing for the Gaekwar Government defraying the whole expense thereof, and for its subsidising a permanent force from the Honorable Company, and ceding to them the Purguna of Chowrasee and the Gaekwar's share of the Chouth of Surat; all these stipulations are herein declared to be in full force, and of equal strength and validity, as if repeated in the present Treaty.

ARTICLE II.

Mulhar Rao having commenced hostilities with the State of Anund Rao Gaekwar Senakhaskel Shumsher Bahadoor, and taken possession of Visnugur, induced Anund Rao to solicit the assistance of a British force, for the purpose of effectually reducing Mulhar Rao, and taking his fort of Kuree; upon which the English sent a force to Cambay, with the view of bringing the said Chieftain to reason, either by peaceable or hostile means; and the latter having, in consequence, been pursued, on account of Mulhar Rao's not abiding by the advice of the English, the war has since terminated successfully for the State of Anund Rao, who has, in consequence, entered on possession of the Fort of Kuree and of its Purgunas, and of Mulhar Rao's other territories, and made a provision for him in the Purguna of Nuryad, ceding also to the English Company the Purguna of Chikhlee, situated in the District of Surat Uthavisee, in full sovereignty, for ever, as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

ARTICLE III.

By the second Article of the Convention of the 15th of March last, it is stipulated that Jaédad, or landed funds, equal to the income of sixty-five thousand Rupees per month, shall be assigned to the Honorable Company, to defray the expense of the subsidised force; but as, from the present encumbered and mortgaged state of the Districts composing the Gaekwar Principality, these assignments cannot be effected, and the Honorable Company put into possession during the current year, beginning from the Mrig of 1859, or June 1802, it is hereby agreed that the payment of the subsidy for this term shall be secured according to the condition of a separate bond, executed for this purpose, under the present date, and that the assignment of lands to the Honorable Company shall be effectually and fully accomplished by the Mrig of 1860, beginning in June 1803. This subsidy to be chargeable to the Gaekwar State from the period referred to in the Convention of the 15th of March last.

* Vide pages 135 and 136.

ARTICLE IV.

The II. Article of the Convention of the 15th March last, proposing to effect a reduction in the number of the Arab force under the Gaekwar Government, the principal obstacle to which consists in want of ready money funds for the liquidation of the arrears of such part of the said establishment as it is proposed to disband, and the Honorable Company meaning to extend to this effect some pecuniary assistance to the Gaekwar State, the repayment of this amount is to take place and be secured in the manner following, namely:—

The first payment of interest by Mrig of 1860, or June 1803; the second year's interest, and one-third of the principal, by Mrig of 1861, or June 1804; and all the remaining principal and interest by Mrig of 1862, or June 1805.

But in the event of failing in the above stipulated payments, the revenue of the Purgunas of Baroda, Koral, Senor, Petlad, and Ahmedabad, to the full amount of the Rusud, which will be about 11,75,000 Rupees per annum, shall be collected by the Company, in proportion to the advance that may be made by them; and when this debt is fully paid, the collection of that part of the revenue, from the above-named Purgunas, shall revert again to the administration of the Government of Baroda.

ARTICLE V.

There shall be a true friendship and good understanding between the Honorable East India Company and the State of Anund Rao Gaekwar, in pursuance of which, the Company will grant the said Chief its countenance and protection in all his public concerns, according to justice, and as it may appear to be for the good of the country, respecting which he is also to listen to advice. And the State of the Gaekwar having represented several points to the Governor in which it is interested, he has assured Raoba (Raojee Appajee) of the general intention of the Honorable Company to protect the administration of Anund Rao in all their rights, and to be aiding to its concerns with His Highness the Peshwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

ARTICLE VI.

For the cultivation and promoting the permanency of the good understanding between the two States, there shall be a constant good correspondence kept up between them, and Agents reciprocally appointed to reside with each.

ARTICLE VII.

In future, the subjects of each State who may take refuge with either, shall be delivered up, if the State from which such party or parties shall have fled appear to have any demand of debt, or any just claim against him or them: but as a free intercourse between the two countries under the two Governments

is also intended, frivolous claims against parties resorting from their own to the other jurisdiction are not to be preferred; and in all serious cases cordiality will be shewn.

ARTICLE VIII.

This Agreement to be binding and permanent, when ratified by the Supreme Government of Bengal, which, in all political concerns, controls all the other Presidencies; but, in the mean time, to be in full force.

In witness whereof, the parties to the foregoing Articles of Agreement have interchangeably put their hands and seals in Cambay, this 6th day of June, in the year of our Lord one thousand eight hundred and two.

(Signed) JONATHAN DUNCAN.

The Company's Seal.

The above is true.

(Signed) RAOJEE APPAJEE.

The Seal of the Gaekwar State.

Signed, sealed, and delivered in the presence of

(Signed) ALEXANDER WALKER,

KUMALOODDEEN KHAN.

Translation of a Sunud, or grant of Chikhlee, written in the form of a Letter, to the Honorable JONATHAN DUNCAN, *Esquire, President and Governor of Bombay, by* ANUND RAO GAEKWAR SENAKHASKEL SHUMSHER BAHADOOR.

A. C.

Mulhar Rao Gaekwar Himmut Bahadoor, being indebted to us for the arrears of our annual accounts, and having exchanged Bahandurs, or securities, for the future good behaviour on both sides, a settlement had taken place. In the present year, Mulhar Rao unjustly raised a quarrel with us, and without paying any regard to the Bahandurs, or securities we sent to him, for the purpose of discussing the subject, the Fort of Visnugur was taken from us, and he occasioned much disturbance in our country. Babajee Appajee, on his proceeding with troops to Katha and Katteewar, was opposed by him, and there ensued a battle. In consequence of this we dispatched Kumalooddeen Hoossen Khan Bahadoor and Gopal Rao Bapoojee to you, and begged the assistance of the Company Bahadoor, on condition that we shall defray the charges

of their troops, for which a due provision has been separately made; but in testimony of our sense of the seasonable assistance afforded to us by the Honorable Company, we now make the Company a present of Chikhlee, within the Province of Surat Uthavisee, to be taken possession of by the English, at the beginning of the approaching year, or Sumvut 1859, and to enjoy the benefit of it for ever. In this Purguna, whatever are the gifts and donations, such as annuities, Inams of villages and grounds, charitable allowances, and the rights of the Zumindars, may be observed and allowed for, according to the usual rules, and the balance of the present year against that Purguna may be discharged, agreeable to its accounts,

Dated 2nd Sufur 1217, *or 4th June* 1802, A. D.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX TO THE TREATY CONCLUDED ON THE 6TH JUNE 1802 WITH ANUND RAO GAEKWAR.

APPENDIX No. 1.—*Translation of an Engagement by Mulhar Rao Gaekwar Himmut Bahadoor to the Honorable the Governor of Bombay.*

Having, through my misfortune, fallen into a warfare with the State of Baroda, and been defeated by the army of the said State, assisted by the arms of the Honorable English East India Company, I surrendered myself, on a promise of security to my life and my honor, since which the Government of Baroda hath, at the instance of the Governor of Bombay, on the condition of my sending for my family, and abstaining from all direct or indirect disturbance or conspiracy against either State, made the following provision for me; viz., that out of the Purguna of Nuryad (which is the ancient seat and abode of my predecessor) a Jaédad of a lac and a quarter of Rupees be assigned and committed to me, for the support of me and my children, family and brothers; wherefore I agree, and give in writing, that, exclusive of watchmen, not to exceed two hundred men, and a due proportion of Sebundy, to make my collections, I am not to maintain any troops whatever; hereby consenting that the Officers of the Sirkar of Baroda and of the English gentlemen, may at any time, after ascertaining the fact, cause any excess in my establishment, as abovementioned, to be dismissed. Neither am I ever to erect any fortifications, but

to demean myself, as shall my son, brothers, and followers, in all respects as becomes a true well-wisher of both States, without any deviation or difference whatsoever. As my securities in which respects, Major Walker, on the part of the Honorable Company, and Meer Kumalooddeen Hoosein Khan Bahadoor, have at my instance engaged their responsibility, and likewise undertaken to be the guardians of my rights, under this deed and engagement: and should there prove any deficiency in the Jaédad of 1,25,000 rupees, those gentlemen are, by interposing with the Officers of the Baroda Government, to cause it to be made up. Besides this, if, after experience had of my good behaviour and the sincerity of my heart, and there thence remaining no doubts respecting me, it should ever please Anund Rao Senakhaskhel Shumsher Bahadoor, with the approbation of this Government, to make any increase in the present provision for me, I shall have cause to be thankful on that account.

Dated 1st of Suffur, 1217, *or 2nd of June* 1802.

N. B.—A copy of the original of this Engagement has been deposited with the Officers of Raja Anund Rao's Government.

(A true copy.)
(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 2.—*The Governor of Bombay to Mulhar Rao Himmut Bahadoor.*

Having perused your Engagement of the 1st of Suffur, I approve thereof: you are, therefore, in full security, to repair and continue to dwell with your son and brothers, and now dispersed family (whom you are to send for) at Nuryad, on the terms of the Sunnud of the 5th of Suffur from Raja Anund Rao Senakhaskhel Shumsher Bahadoor; and on condition of your acting according to the Sunnud in question, and conforming to your engagement aforesaid, you may be certain of enjoying the full protection of both Sirkars, that is, of the English and of Baroda, nor shall any one, either now or hereafter, have the power to occasion to you any causeless or unjust molestation.

Dated 6th of June 1802, *or 5th of Suffur* 1217.

(Signed) JONATHAN DUNCAN.

The Company's Seal.

(A true copy.)
(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 3.—*From Mulhar Rao to Anund Rao Gaekwar.*

After compliments.—Having been indebted to you in money, and having Bahandurs or securities between us, I have created a dispute with you, and after entertaining forces, have taken your Fort of Visnugur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

This induced you to solicit the assistance of the English Company Bahadoor. The Honorable Jonathan Duncan Bahadoor proposed to me a peaceable adjustment, which I did not attend to; wherefore the English, in prosecution of their support to you, have taken from me the Fort of Kuree, and all the territories belonging to me, and delivered them unto your Sirkar; and for myself made a provision of 1,25,000 rupees per annum, from the Purguna of Nuryad, which has been given to me through His Honor's means, which I shall accept, and together with my son, family, and brothers, will behave to you peaceably. With regard to my conduct, the Honorable the Governor hath satisfied you, and according as he has thus signified, so shall we conduct ourselves peaceably, without deviation. This Jageer, which has been given me for the maintenance of my family, I shall enjoy, and remain contented with it. I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably, according to the Governor's order, you will get my Jaédad a little increased from the Sirkar.

Dated the 2nd Suffur, or 3rd of June 1802.

Major Walker, on the part of the English East India Company, and Meer Kumalooddeen Hoosein Khan, are my Bahandurs, or securities, for the purpose of this writing.

(Signed) MEER KUMALOODDEEN HOOSEIN KHAN, as guarantee.
MAJOR WALKER, as guarantee.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 4.—*From Anund Rao to Mulhar Rao Gaekwar Himmut Bahadoor.*

After compliments.—The following are the Articles for the management of the villages given you from the Sirkar as a Jageer. The Purguna of Nuryad, to the value of 1,25,000 rupees, for your expense, and the maintenance of your family; viz:

FIRST.—The Purguna of Nuryad shall never experience any imposition for the exaction of labour, Binny Bandry, or other articles whatever.

SECOND.—The rule respecting hay, &c., will be continued to you, as it is usually observed in that Purguna.

THIRD.—In case of your being oppressed by the Koolies or Mewassies, and if you cannot overcome such difficulties yourself, a force shall be sent agreeably to your requisition, and these evils shall be thereby removed.

FOURTH.—Your relations and friends at Kuree shall never experience any molestation, provided they conduct themselves peaceably.

FIFTH.—You may receive from the Purguna the 1,25,000 rupees in the manner directed by its deed.

SIXTH.—In case of any calamity, accident, or damage falling to the Purguna, a due allowance or credit will be given, on examination of its accounts.

The foregoing six Articles shall be complied with by the Sirkar, for which Major Walker, on the part of the English East India Company, and Meer Kumalooddeen Hoossein Khan Bahadoor, are given as guarantees and mediators.

7th Suffur, or 8th June 1802.

Signature of RAOBA, his Dewan.

Seal of Anund Rao.

N. B.—These Articles were particularly solicited by Mulhar Rao, and granted as an additional favor by Raoba, through the Governor's mediation, just previous to the latter taking leave to return to Baroda.

(Signed) JONATHAN DUNCAN.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 5.—*Translation of a Letter from Anund Rao Gaekwar to Sukharam Chimnajee, Soobadar of Surat Uthavisee, dated 2nd Suffur* 1217, *or 3rd June* 1802.

On account of a disturbance raised by Mulhar Rao Gaekwar Himmut Bahadoor with the Sirkar, the Honorable Jonathan Duncan, Esquire, President and Governor of Bombay, was called on for assistance; therefore the Mahal of Chikhlee, within the Province of Surat Uthavisee, has been given to the Honorable Company, as a donation for them, to enter into possession at the begin-

ning of the ensuing year 1859, excepting such gifts and allowances that this Mahal is subjected to, which shall be observed and complied with.

(A true copy.)
(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 6.—*Translation of a Letter from Anund Rao Gaekwar, &c., to Vithul Rao Babajee, Kumavisdar of Chikhlee, dated the 2nd Suffur, 1217, or 4th June 1802.*

In consequence of the disturbance raised by Mulhar Rao Gaekwar Himmut Bahadoor with the Sirkar, the Honorable Jonathan Duncan, Esquire, President and Governor of Bombay, having been applied to for assistance, the Purguna of Chikhlee, within the limits of Surat Uthavisee, has been in consequence given to the Company of the English Bahadoor, as an Inam, or donation, for them to enter into possession of it at the beginning of the approaching year, or Sumvut 1859; wherefore you will deliver over to the Company Bahadoor the charge of it accordingly.

(A true copy.)
(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 7.—*Translation of a Letter from Anund Rao Gaekwar, &c., to the Zumindars of Chikhlee, dated Jesht Shoodh 4th 1858, or 4th June 1802.*

In consequence of the disturbance raised by Mulhar Rao Gaekwar Himmut Bahadoor with the Sirkar, the Honorable Jonathan Duncan, Esquire, President and Governor of Bombay, was called on for assistance, therefore the Sirkar has given to the Company of the English Bahadoor the Mahal of Chikhlee, as a donation, to be taken possession of by them from the beginning of the Sumvut 1859; saving always and subject to the gifts and donations, such as daily allowances, annuities, Inams of land and villages, charitable allowances, Durukdars, Jasoods, and the rights of the Zumindars, and whatever there may be in this Mahal; therefore you will be obedient to their orders, and attend to the annual gifts and exemptions above specified, as usual.

(A true copy.)
(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 8.—*Translation of a Letter from Anund Rao Gaekwar Sena Khaskhel Shumsher Bahadoor, to Myral Narayun, dated 5th Suffur, or 6th June* 1802.

Soorsun-Isunné Myatyne-vu-uluf (the date of the year in Arabic).

On account of the English Company Bahadoor battalions or troops, expense 50,000 rupees, value in Jageer, from the Purguna of Nuryad, is made over; you will put them in possession accordingly.

Signed and sealed.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 9.—*Translation of a Sunud for Dholka, executed by Anund Rao Gaekwar, to the Honorable Jonathan Duncan, Esq., President and Governor, on behalf of the Honorable Company, dated 5th Suffur, or 6th June* 1802.

A body of the Honorable Company's forces, consisting of two thousand men, besides the Artillery, have been subsidised by our Government: their charges are to commence from the date of the reduction of our Arab Sebundy. Landed funds are to be assigned in discharge of this subsidy; but for the ensuing year, 1859, all the territories or mahals belonging to the Gaekwar State having been incumbered by mortgages, these assignments cannot be immediately carried into effect; wherefore it hath been agreed, that at the beginning of the year 1860, the Purguna of Dholka shall be assigned towards defraying the charges of the subsidised troops, for their future services; and accordingly, in the year 1860, this Purguna shall be put into your possession, for the purposes of the above-mentioned charges. In this Purguna of Dholka, whatever anhuities, daily allowances, charitable allowances, donations, and Durukdars' allowances, there may be, should be observed and continued. In the same manner are also some villages in this Purguna allowed for the private expenses of women of Gaekwar families, which are to be continued; the deficiency in the collection arising on this account shall be annually paid in cash.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 10.—*Translation of a Bond executed by Anund Rao Gaekwar to the Honorable Jonathan Duncan, Esq., President and Governor, on behalf of the Honorable Company, dated 5th Suffur, or 6th June* 1802.

Whereas a body of the Honorable Company's troops, consisting of two thousand men, besides Artillery, have been stationed with us, the expense of which is to commence from the date of the reduction of our Arab Sebundy; and whereas we possess no means convenient to appropriate any funds to defray their expense for the first year, which amounts to rupees 7,80,000, therefore, in part thereof, a Jaédad, equal to 50,000 rupees a year, from the villages of Nuryad, has been assigned, and the balance (rupees 7,30,000) shall be discharged within one year in cash, with nine per cent. interest, for which is pledged the revenue of Kuree, after deducting the real charges, and the proceeds, or what shall be recovered on account of the collections of Bhownuggur and of Kathee, and Kateewar, for the Gentoo years 1857 and 1858, or through any other means, the sum of 7,30,000 rupees shall be discharged in ready money, in one year. For the due compliance with this, Babajee Appajee and Kumalooddeen Hoossein Khan have been tendered and delivered as securities.

Seal of Anund Rao.

Securities, BABAJEE APPAJEE, whose name is signed by RAOJEE, and KUMALOODDEEN HOOSSEIN KHAN.

The Seal.

(A true copy.)

(Signed) J. HALLETT,
Assistant to the Secretary.

APPENDIX No. 11.—*Translation of a Letter or Sunud from Anund Rao Gaekwar to the Honorable Jonathan Duncan, Esquire, President and Governor of Bombay, dated the 5th Suffur Sumvut* 1859.

In consequence of the disturbancesraised with this Sirkar by Mulhar Rao Gaekwar Himmut Bahadoor, I have taken possession of his territories through your means, viz., Kuree Kupurvunj Deogaon; whilst for the maintenance of

his family and himself, it has been agreed to make a provision in the Purguna of Nuryad, which, inclusive of the Killedary or Fort, and articles situated therein, is known to be equal to a rental of 2,25,001 rupees; out of which he (the said Mulhar Rao) shall, on his residing at Nuryad with his family, possess as follows, subject to an established or former annual Vurath or assignment, in favor of Kumalooddeen Hoossein Khan, on account of his pay and allowances, to the amount of 50,000 rupees a year, including which last Vurath we have put in possession of Mulhar Rao, the Kusba, and such part of the villages of the said Purguna as shall yield him 1,75,001 rupees, upon your being the guarantee; and the remainder, to the amount of 50,000 of this Purguna, comprehended in its villages, to that amount indiscriminately taken, is made over to you, towards the charges of the subsidised troops, which amount you will accordingly receive on the said account. In this Purguna whatever donations, annuities, and Durukdars' allowances, are usually paid, should be observed, in proportion to the share of each party; and the Kumavisdar's balance on the Mahal in question shall be rateably discharged by each, according to the accounts thereof.

(A true copy.)

(Signed) H. SHANK,

Acting Political Secretary.

(A true copy.)

(Signed) J. A. GRANT,

Sub-Secretary to Government.

APPENDIX No. 12.—*From Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, to the Zumindars of the Purguna of Nuryad.*

Be it known to all, that out of the villages of this Purguna, revenue funds, amounting to 50,000 rupees, are assigned, in part of the expense of the British subsidised troops.

You are directed to deliver the power in this Jageer to the English Company Bahadoor, from the beginning of the now commencing year, making over possession to them, and yielding obedience to their authority and management.

Dated Jesht Shood 6*th*, 1858, *or* 5*th Suffur*, 6*th June* 1802.

Signed and Sealed.

(A true copy.)

(Signed) H. SHANK,

Acting Political Secretary.

APPENDIX No. 13.—*Private Engagement to Raojee Appajee.*

It is the intention of the Government of Bombay, that the Dewanship of Raojee Appajee, in the Sirkar of Baroda, shall be permanent, and that his son, brothers, nephews, relations, and friends, shall be duly protected and supported by the Honorable Company in their just rights; and if the Gaekwar Senakhaskhel Shumsher Bahadoor, or any body else, should unreasonably treat them ill, or offer any undue molestation, the Company will protect them by interfering in their behalf. In witness whereof, I have hereunto put my hand and seal, at Cambay, this 8th day of June, in the year of our Lord 1802.

(Signed) J. DUNCAN.

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 14.—*Grant of the Village of Bhata, in the Purguna of Chowrasee, to Raojee Appajee.*

The Honorable English East India Company, placing the greatest reliance in the good faith and attachment of Raojee Appajee, Dewan of the Gaekwar State, and having in view to extend always their permanent protection to him and to his relations, have, for the purpose of his and their abode, granted to him, from the beginning of the current year 1859 (June 1802), in Inam, for himself, his sons, and their or his children, for ever, the village of Bhata, in the Purguna of Chowrasee, to the end that, entering on the possession thereof, he may appropriate its produce to his support.

Dated the 6th June 1802, *or 5th Suffur*, 1215 *of the Hijree.*

(A true copy.)

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX No. 15.—*Cambay, 27th February* 1802.

Mr. Miguel de Lima e Souza having read and explained to us yesterday, the 26th instant, the several letters written to him by our Vukeel Goolabchund Talukchund, at Bombay, making the Honorable English Company several pro-

posals mentioned in them, for putting into their protection and possession our ports and territories stated in those letters, under several conditions therein stipulated, we do hereby confirm the same, and promise never to deviate from any of the proposals made by our said Vukeel Goolabchund, in his several letters to the said Mr. Miguel de Lima e Souza. In witness whereof Manabhaee Gorbhaee, his brother, uncle, and such of his relations who have a right in the territories mentioned by Goolabchund Talukchund, in his letters to Mr. Miguel de Lima e Souza, as are present at this place, have put their names to this, and the signature of others will be taken on their arrival at Dholera.

The above was written, read, explained, and signed before us.

Witnesses,
(Signed) ROBERT HOLFORD,
„ MOONGAJEE RUNGAJEE,
„ GOOLABCHUND TALUKCHUND.

(Signed) Thakoor MANABHAEE GORBHAEE,
„ „ SESMULJEE SEETOJEE,
„ „ DASSABHAEE RAZABHAEE,
„ „ KULLABHAEE GORBHAEE,
„ „ VUGAJEE SESABHAEE,
„ „ HAKABHAEE KATTABHAEE,
„ „ SARABHAEE SATABHAEE.

Dholera, 5th March 1802.—The following people signed the paper on the other side, confirming the proposals made to the Governor of Bombay, by Goolabchund Talukchund, in his several letters to Mr. Miguel de Lima e Souza.

Witnesses,
(Signed) GOOLABCHUND TALUKCHUND,
„ MOONGAJEE RUNGAJEE.

The mark × of NATHOOJEE BALLIAJEE,
Thakoor MUNGAJEE RAZAJEE,
„ BARABHAEE RAZAJEE,
„ ROOPABHAEE MORJEE,
„ UNERJEE ALLIAJEE.

I, Bhugwandass Nathjee, in charge of the Desaeeship of Dhundhooka, do hereby declare, that the Geerasias who have ratified and confirmed by their signature, on this and the other side, the proposals made by their Vukeel, Goolabchund Talukchund, to the English Government in Bombay, in his several letters to Mr. Miguel de Lima e Souza, being sent for, they one and all declare they have put their names to this paper, and that on the other side, from their free will. In witness whereof, I have put my name, in Dholera, the 6th March 1802.

Dholera, the 6th March 1802.—Choodasama Jeejee Agersingjee, inhabitant of Gamp, having just arrived, declared before Bhugwandass Nathjee, that he had desired his relations, Sesajee Sallojee and Manabhaee Gorbhaee, to offer to the Government of Bombay, his and his family's villages, Veghar, Morising, Sandially, Pimply, Timboo, Dawser, part of Cotaria, and two other pieces of land, on the same terms as they might offer their own: and having seen and had the terms read and explained to me, I do hereby confirm them, and promise to abide by every thing done and agreed upon by Sesajee Sallojee, and Manabhaee Gorbhaee, through their agent, Goolabchund Talukchund, agreeably to what is written in his several letters to Mr. Miguel de Lima e Souza. In witness whereof, he has made his mark, in the presence of Bhugwandass Nathjee Dessaee, and other witnesses.

Dholera, the 6th March 1802.

Witnesses,

BHUGWANDASS NATHJEE,

MOONGAJEE RUNGAJEE,

DAMA WULLUBA GORDIA.

The mark × of CHOODASAMA JEEJEE AGERSINGJEE.

Choodasama Bavajee Balliajee, who owns Vaghar, consisting of eight large and small villages, came in and confirmed the proposals made by Goolabchund Talukchund, and also the signature of Choodasama Jeejee Agersingjee, 18th March 1802.

The mark × of CANAJEE BALLAJEE.

The mark × of BHIMJEE KANJEE.

(True copies.)

(Signed) J. HALLETT,

Assistant to the Secretary.

We, the undersigned, do hereby promise, that we shall not, on our arrival at Dholera, make any disturbance with any body there, or touch any thing whatever belonging to any inhabitants, so as to afford cause for complaint; we do also promise to give Mr. De Souza every assistance to try and examine every thing we have set forth in our proposals, and shall remain quiet and silent until the Honorable the Governor determines to accept or not our proposals.

Cambay, the 28th February 1802.

(A true copy.)

(Signed) JOHN WILLIAMS,

Assistant to the Secretary.

APPENDIX No. 16.—*Translation of a Purwana.*

Anund Rao Gaekwar Senakhaskel Shumsher Bahadoor, to the Geerasias of Dhundooka Choodasama, and others, land-holders under the said Purguna. You have, in consequence of the oppressions from the Raja of Bhownuggur, Limree, and other powerful neighbours, made application to the Honorable the Governor of Bombay, about four years ago, and offering him the villages, requested his protection; and at your repeated solicitations upon the subject, the Governor instructed Mr. Miguel de Lima e Souza, on account of the Honorable Company, to make the necessary enquiries respecting the following villages, which you have assigned over; viz. Roytulla, Dholera, Bhimtulla, Bhangur, and Kuperally, and the district of eight villages, altogether about thirteen villages, and what further villages that shall be hereafter under the Company's protection. Thus you have represented to me in person, whereupon this Kuol Purwana (a grant) is issued to you from the Sirkar, that after cultivating your respective grounds in the above-mentioned Purgunas, you may enjoy a peaceable residence there. The Peshwa's Khundnee for the Purguna Dhundooka, and the Sirkar's usual Jummabundy, to be regularly paid, and you shall experience no oppression from the Sirkar. The Honorable Company shall have the Government of those villages, inhabit and cultivate them, and shall take upon themselves the management of the port, and hoist their flag; therefore you may rest assured, and observe the usual rules and customs in your conduct, for which you have this Kuol from the Sirkar.

Dated Jesht Sood 2nd 1858, *or 2nd of June*, 1802.

(A true copy.)

(Signed) JOHN WILLIAMS,
Assistant to the Secretary.

Agreement concluded between the Resident at Baroda and Anund Rao Gaekwar, dated the 29th of July 1802.

Shree Mhalsa Kant, (in the Gaekwar's own hand-writing).

I, Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, do hereby confirm and ratify such compacts and agreements as my faithful Dewan, Raojee Appajee, hath in my name and on my behalf, made and concluded with the Hon'ble the Governor of Bombay.

FIRST.—I hereby confirm and ratify such grants of land as my said Dewan, Raojee Appajee, has made to the Hon'ble Company either in Inam or Jaédad; and I also declare, that I hold myself, my heirs and successors, bound to repay

in money, or in such further landed assignments as may be sufficient for the purpose, all debts and expences which the English Government have been at or contracted in the course of their military operations in Guzerat, undertaken for the support of my Government.

SECONDLY.—I entirely approve and highly commend the prudence of my Dewan, in having obtained a body of English troops, to remain permanently in this country, as on their courage and fidelity I place an unlimited dependence.

I have determined that the payment of this subsidiary force shall commence from the first of this month, English style, or first of Ashadh 1859, Hindee Era.

THIRDLY.—As I repose an entire confidence in the English, I depend on their friendship to shield me from misfortunes. I am sensible that there are many evil-disposed persons amongst the Arabs, who, disregarding my legal authority, have plotted against my liberty, and even my life. By the favor of God they have been defeated; but should their wicked machinations at any time hereafter succeed, I shall expect the English to release me, and desire that all my acts and deeds, although executed by me in the usual form, while in that state of restraint, may be considered as of no validity. I desire, therefore, that my subjects will pay no attention to my orders in this situation, but hear what Major Walker has to say; strictly following his directions, and assisting him in every measure that he shall devise or direct for restoring my person to freedom.

Whoever, in short, shall either bring Kanoojee into the management of affairs, or shut me up in the Fort of Baroda, or elsewhere, is a rebel; and I fully authorize the aforesaid Major Alexander Walker, or the person entrusted with the chief management of the Company's affairs in Guzerat, to chastise such disturbers of Government, and bring them to that punishment which is due to those who endanger the person of their sovereign in every part of the world.

Thus, therefore, I order all the faithful officers of Government, Siledars, Sebundy, and others, on any of the foregoing events occurring, to obey Major Walker's orders.

FOURTHLY.—Whereas it is signified in certain articles of Agreement between the Hon'ble Company and my Dewan, Raojee Appajee, that the English Government is disposed to assist in reducing the Arab force in my service, Major Walker, Resident on the part of the English Government at Baroda, consents to assist me with a pecuniary loan to effect this reduction, on the following terms:

FIFTHLY.—As it seems impossible that I can relieve myself or my country, from its present embarrassments, without reforming and reducing the expense in every department, I do hereby promise and agree to make the necessary reductions by degrees. The objects of reduction are contained in the annexed account, and if possible, they shall be effected at the periods specified opposite to each of the Articles.

SIXTHLY.—Before any money is advanced, Major Walker must be satisfied that a real and effective reduction shall take place. For this purpose an exhibition must be made of the accounts, and a muster taken of the troops, in the presence of three persons; viz., one on the part of the Company, one on the part of the Gaekwar Government, and the third by such of the Jumadars or Parukhs as may be the Agents of the Sebundy. According to this muster, the account shall be taken and discharged.

SEVENTHLY.—I do hereby further agree and promise that I shall positively reduce the Arab and other force within six or eight months after the present reduction is accomplished, to the standard of Futteh Sing's time; but to enable me to perform this stipulation, it will be necessary for the English Government to assist me as they have done on the present occasion.

EIGHTHLY.—Provision is already made in the 4th Article of Agreement, executed and interchanged between the Honorable the Governor of Bombay and my Dewan, Raojee Appajee, bearing date the 6th June, or 5th Suffur last, for the payment of the principal and interest of the money to be advanced by the Company; but as it has since been proposed to pay the same off one year sooner than is thereby provided, by applying the entire Russud of the lands appropriated by that Article, to the amount of 11,75,000 Rupees per annum, to the discharging in equal proportions of the principal and interest of the money to be advanced by the Company, and by such other persons as may be engaged therein, Major Walker accepts of the modification by which the Company's advance may be liquidated one year sooner than it would be by a strict adherence to the letter of the Treaty; it being, however, always understood, that the provisions in the 4th Article of the said Treaty of the 6th June, or 5th Suffur, are always in full force, the same as if this subsequent engagement had not been made, in the event of the re-payment of the Hon'ble Company's loan, as well of principal as of interest, failing to be made good in the more speedy mode now proposed. The amount of the above receipt, or Russud, is to be collected every year from the Kumavisdars of the Purgunas allotted for this purpose in the Treaty of the 6th of June, by such persons as the Government of Bombay may appoint.

NINTHLY.—Interest on that part of the pecuniary assistance and aid which the Company may give on this occasion, shall be reckoned and accounted for, from the time the said Company may raise a loan for that purpose, and it shall be reckoned every six months, at the rate of three-quarters per cent. per month of thirty days, instead of every year, or every twelve months. All or any loss by exchange, or otherwise, which may arise by bringing the money from Bombay to this place, shall be on my account, and made good by me and my successors.

TENTHLY.—Conformably to Major Walker's suggestions and wishes, the Articles contained in this declaration were written, and to which I have given my assent. But in the event of evil-disposed persons attempting any thing unfair

or unreasonable against my person, my Dewan, Raojee Appajee, his son, his brother, nephews, relations, and Madhow Rao Tatia Muzumdar; or even should I myself, or my successors, commit any thing improper or unjust, the English Government shall interfere, and see in either case that it is settled according to equity and reason.

I have also required of Major Walker, on the part of the Company, to promise that my State and Government shall be permanent, and descend to the lineal inheritors of the Musnud, and that the Dewanship shall be preserved to Raojee Appajee.

In the last place, I desire to form the most intimate connexion with the Company, and that all business with the Poona Durbar may be jointly managed by the English Resident and my Vukeel.

Such are my wishes and sentiments, so help me God.

Given at Baroda, 29th of July 1802.

(Signed) GOPAL RAO BAPOOJEE,
Vukeel in behalf of SENAKHASKEL SHUMSHER BAHADOOR.

Witness,
(Signed) MIGUEL DE LIMA E SOUZA.

The date of the Murathee version in the hand-writing of the Dewan, as also the signature "Anund Rao Gaekwar Senakhaskel Shumsher Bahadoor."

The following words are written in the Raja's own hand:—

"The above writing is true."

(Signed) A WALKER,
Resident.

Seal of the Gaekwar.

Agreement with Anund Rao Gaekwar in 1803, *supplementary to the Treaty of March and June,* 1802.

Translation of a copy of a letter to the Honorable English East India Company, from Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, dated the 1st Shuval, or 25th January 1803, accompanying the Resident of Baroda's letter of the 14th February 1803, and received at Bombay the 20th February.

After compliments,

Para. 1. It being agreed between us to subsidise your troops, to the strength of two thousand in number, the following Jageer is ceded for that purpose, viz:—

Rupees 1,25,000. From the Purgana Nuryad, the amount that had been reserved (after deducting one lac of Rupees) for the maintenance of my senior, Mulhar Rao Gaekwar Himmut Bahadoor, who having, in the current year, fled, in such case it ought to be credited from the next year to your account.

„ 1,30,000. Being the estimated revenue of the Vijapoor Mahal, viz:—

Nett collection	Rs.	1,20,000
Durbar charges, &c., about	„	10,000
Total.....	Rs.	1,30,000

„ 25,000 From the Purguna Kuree, that is situated in the vicinity of the Purguna of Vijapoor, say two lacs and eighty thousand Rupees worth in Jageer, duly ceded in the manner above recited, to commence from next year 1860 Sun Arba, Myatyne 1204.

Rupees 2,80,000

2. The amount you will have to disburse, on account of the respective Purgunas, yearly gifts, charity, Durukdars, and Durbar charges, shall be duly accountable to your Sirkar by my Sirkar, on seeing the same regularly paid, together with the produce of the Inam villages.

3. On your faithfully executing the Sirkar's service, take the advantage of this assignment for the support of the troops. I call God to witness this.

Soor Sun Sullas Myatyne Wu Uluf 1203.

What can I write more?

Anund Rao's Seal. Mortub.

Statement of the Districts ceded to the Honorable Company by Anund Rao Gaekwar.

1.	The Purguna of Dholka	Rs.	4,50,000
2.	„ „ Nuryad.....	„	1,75,000
3.	„ „ Vijapoor, including the Raja's Khangee, or the Revenue allotted for his private expenses.....	„	1,30,000
4.	A Tuppa of Kuree, contiguous to Vijapoor	„	25,000
		Rupees	7,80,000

(Signed) A. WALKER,

Baroda, 14th February 1803. Resident.

Letter or Sunud, dated 1st Shuval, or the 25th January 1803, and addressed to the Honorable English Company by Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor.

Two thousand of your troops are in our service; for their part maintenance it is agreed to give Jageer lands as follows namely,

In Nuryad, deducting assignments or money agreed to be transferred, to the amount of one lac of Rupees (1,00,000), the remainder of the revenue of that District, being one and quarter lac of Rupees (1,25,000), was allotted for the support of our relation, senior to us in years, Mulhar Rao Gaekwar Himmut Bahadoor, which, as the aforesaid fled in the same year, is given to you.

The Purguna of Vijapoor, valued at one lac and thirty thousand Rupees (1,30,000), viz., the revenues, one lac and twenty thousand Rupees (1,20,000), and Durbar Khurch, with other articles, ten thousand Rupees (10,000).

The Tuppa of the Purguna of Kuree, of twenty-five thousand Rupees (25,000), adjoining Vijapoor.

These Jageers, yielding two lacs and eighty thousand Rupees (2,80,000), are given to you from —— of the ensuing year 1860 (or Anno Domini 1803-4). Out of these it will be necessary to pay the usual annual allowances, Wurshasun Dhurmadao, or charities, and Durukdar's Daité and Durbar Khurch, the amount of which you may take credit for, and I will discharge it.

It is necessary that the troops be supported from the provision thus made, and that they serve us with respect and fidelity.

Stamped with the seals of the State.

(A true copy.)

(Signed) A. WALKER,
Resident.

(True translate.)
(Signed) R. DRUMMOND.

A Letter, or Sunud, dated the 10th Mohurrum (3rd May 1803) and addressed to the Honorable English Company by His Highness Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor.

Having maintained my honor and the good of the State, I have given to you in Inam the Fort and Jageer village of Kheda or Kaira; take, therefore, and enjoy the Fort and village aforesaid; and as you have hitherto maintained a friendly intercourse with my Sirkar, and thereby done me honor, continue to do so.

I excuse you of the annual Nuzrana from thence.

It is hoped that your Sirdars or Officers of rank here, will always behave faithfully and respectfully towards us.

Stamped with the seals of the State.

(A true translate.)

(Signed) R. DRUMMOND.

(A true copy.)

(Signed) A. WALKER,
Resident.

Letter or Sunud, dated the 11th Suffur (or the 2nd June 1803), and addressed to the Hon'ble English Company by Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor.

Two thousand of your troops are already provided for by Treaty; besides them, another thousand is now subsidised. In part payment thereof the following places are given from the beginning of the ensuing year; namely, the Purguna of Matur, valued at one lac and thirty thousand Rupees (1,30,000), the Purguna of Muhoodha or Mowdha, one lac and ten thousand Rupees (1,10,000), the customs of Kimkuthodra, north of the Taptee, fifty thousand Rupees (50,000). These, amounting to two lacs and ninety thousand Rupees (2,90,000), I have given in Jageer for the expense of the additional thousand troops entertained by Treaty.

Out of the funds of these possessions, it is necessary that you continue to make the usual allowances annually of charities, Durukdars, Daité and Asamidars, and Durbar Khurch, as heretofore. Should thereby the amount stipulated for the subsidiary force fall short, it shall be made up from the Sirkar.

Having taken and appropriated the fruits of the above places for the support of the additional thousand troops, it is necessary that your Sirdars perform the services of this Sirkar in a respectful and faithful manner.

Stamped with the seals of the State.

(A true copy.)

(Signed) A WALKER,
Resident.

(True translate.)

(Signed) R. DRUMMOND.

Translation of a Sunud from Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor to Bhowany Pursad and Veny Pursad, of Kimkuthodra, dated Suffur, or 2nd June 1803.

The management of the Sayur of Kimkuthodra Taptee Oottur Teer, or on the North side of the Taptee River, is taken from you and given to the Hon'ble Company, on account of the subsidy engagement; therefore you will deliver over the charge of the said Sayur from the 1st Kartik Sood Arba Myatyne, or from the 16th October 1803, to the Honorable Company.

(True copy of the translation.)

(Signed) A. WALKER,
Resident.

Translation of a Sunud from Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor to all the Jumadars of Kimkuthodra Taptee Oottur Teer, or on the North side of the Taptee River, dated the 11th Suffur 1859, *or 2nd June* 1803.

I have discharged Bhowany Pursad and Veny Pursad from the management of the Sayur Kimkuthodra Taptee Oottur Teer, and given it to the Honorable Company on account of the additional subsidy; wherefore you will obey this order, and deliver over the charge of the said Sayur, from the first day of Mrigsal, to the Hon'ble Company.

(A true copy of the translation.)

(Signed) A. WALKER,
Resident.

TREATY WITH ANUND RAO GAEKWAR.

Dated the 21st April 1805.

Definitive Treaty of general defensive alliance between the Honorable English East India Company on the one part, and the Maharaja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, and his children, heirs, and successors, on the other, settled by Major Alexander Walker, Resident at Baroda, having full powers from the Government of Bombay, which is, in like manner, authorized by His Excellency the Most Noble Richard, Marquis Wellesley,

Knight of the Most Illustrious Order of St. Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable the Court of Directors to direct and control all their affairs in the East Indies.

Whereas various Agreements have been concluded between the Hon'ble Company on the one part, and Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, on the other, all tending to improve and increase the friendship and alliance between the contracting parties, viz., a Convention, dated at Cambay, the 15th March 1802, settled by the Governor of Bombay on the part of the Hon'ble Company, and by Raojee Appajee Dewan on the part of Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor; an Agreement, dated at Cambay, the 6th June 1802, settled by the Governor of Bombay on the part of the Hon'ble Company, and by Raojee Appajee Dewan on the part of Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor; and an Agreement made by Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor with Major Alexander Walker, Resident at Baroda, on the part of the Hon'ble Company, dated at Baroda, the 29th July 1802; and whereas it is desirable to consolidate the stipulations of all these separate engagements with one Definitive Treaty, and further to improve the state of alliance of the contracting parties, in like manner as has been applied for by the aforesaid Raojee Appajee, in his letter of the 10th of Suffur (or 12th June 1803), desiring that the present engagement between the Hon'ble Company and the Gaekwar State may be drawn up in terms consonant to those employed in the Treaty of Bassein, between the Hon'ble Company and His Highness the Peshwa, the said Company and the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, do hereby accordingly agree to the following Articles framed for that purpose:—

ARTICLE I.

All the stipulations of the engagements heretofore made between the contracting parties, and above recited, viz., on the 15th March, 6th June, and 29th July 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors, for ever.

ARTICLE II.

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures as the case shall appear to demand.

ARTICLE III.

Whereas, in conformity to the Agreements heretofore made between the

Honorable Company and the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, a subsidiary force of two thousand men was subsidised, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor agrees to receive, and the Hon'ble Company to furnish, a permanent subsidiary force, of not less than three thousand regular Native Infantry, with one Company of European Artillery, and their proportion, viz., two companies of Gun Lascars, with the necessary ordnance and warlike stores and ammunition, which force is to be stationed in the territories of the said Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor.

ARTICLE IV.

The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, his heirs and successors, the overawing and chastisement of rebels and exciters of disturbance in his territories, and the due correction of his subjects or dependants who may withhold the payment of the Sirkar's just claims; but it is not to be employed on trifling occasions, nor, like Sebundy, to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a proportion of them as the performance of the foregoing services may require, will proceed to Kateewar, when there may be a real necessity for it; but the English Government, whose care and attention to all the interests of the Gaekwar State cannot be doubted, must remain the judge of this necessity.

ARTICLE V.

In order to provide the regular payment of the whole expense of this subsidiary force, Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor has ceded, by the Agreements aforesaid, viz., dated the 15th March, 6th June, and 29th July, 1802, and 2nd June 1803, Districts and other funds of which a Schedule (A) is annexed to this Treaty, of the yearly net value of 11,70,000 Rupees. This cession is confirmed by this Treaty, and Anund Rao Gaekwar Senakhaskel Shumsher Bahadoor hereby cedes the Districts of which the Schedule is annexed, with all the rights of sovereignty thereof, and all the forts which they contain, in perpetuity, to the Hon'ble Company.

ARTICLE VI.

The Districts of Chowrasee, Chikhlee, Surat, Chowth, and Kaira, have been ceded to the Hon'ble Company by Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, as a proof of his friendship, and as a testimony of his sense of the benefit which he has received from his alliance with the Hon'ble Company's Government. The cession of these Districts is confirmed by this Treaty, and Anund Rao Gaekwar Senakhaskel Shumsher Bahadoor hereby cedes the

Districts above-mentioned, with all the rights belonging to the sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honorable Company.

ARTICLE VII.

Whereas the Hon'ble Company have, at different periods, assisted Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, both from their own funds and those of bankers, with advances of money, a particular account of which, as well as of the funds assigned for the payment of the same, is contained in the Schedule annexed, marked B, it is hereby agreed, that the full amount of the Rusud of the Districts therein named, according to the provisions in the eighth Article of the Agreement of the 29th July, shall be collected on account of the Hon'ble Company and the persons therein referred to, until these debts, and the interest due upon them, shall be fully paid; and for the past or any future advances which the Company's Government may make to that of the Gaekwar, Mahals shall be assigned as their security.

ARTICLE VIII.

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be exempted from duties in the territories of Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor; and the Commanding Officer and the Officers of the subsidiary force shall be treated, in all respects, in a manner suitable to the importance of the trust placed in them, and the dignity of the British Government. In like manner shall the Officers of the Gaekwar Government meet with similar consideration and respect from the Hon'ble Company. In consideration, also, of the good will and friendship which has so long happily subsisted between the Hon'ble Company and the Gaekwar Government, such goods and articles as may be *bonâ fide* required for the private use or consumption of that family, or of the Ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Dekkan is the native country of the Murathas, who inhabit or serve in Guzerat, such of this nation as may be in the Gaekwar service shall be allowed to pass and repass freely, with their families, through the Hon'ble Company's territories.

It is expressly understood, that the admission of this Article is not to sanction, or in any shape to authorise the transit of merchandize or of prohibited goods.

ARTICLE IX.

The Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor hereby engages that he will not entertain in his service any European or Ame-

rican, or any native of India, subject of the Hon'ble Company, without the consent of the British Government; neither will the Company's Government entertain in their service any of the Gaekwar servants, dependants, or slaves, contrary to the inclination of that State.

ARTICLE X.

Inasmuch as, by the present Treaty, the contracting parties are bound in an alliance for mutual defence and protection, Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor engages never to commit any act of hostility or aggression against any power whatever; and in the event of difference arising, whatever adjustment the Hon'ble Company's Government, weighing matters in the scale of truth and justice, may, in communication with the Gaekwar Sirkar, determine, shall meet with full approbation and acquiescence.

ARTICLE XI.

Whereas there are certain unfinished transactions between His Highness the Peshwa and Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, and there exist certain papers of accounts which are unadjusted, Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor doth hereby agree that the Hon'ble Company's Government shall examine into and finally adjust the said transactions, papers, and accounts, and the demands resulting therefrom: and Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor binds himself, his heirs, and successors, to abide by such adjustment as the British Government shall accordingly determine. Further, in respect to these unsettled pecuniary affairs existing with the Governments of His Highness the Peshwa and the Gaekwar, it behoves the latter to repose a similar faith in the British Government as the Peshwa, who has agreed to abide by the adjustment of these concerns.

This settlement shall be effected by the Honorable Company, after taking into mature consideration the impoverished state of the Gaekwar finances; and the latter Government entertain a full conviction that no oppressive demand will be enforced under the Company's mediation.

ARTICLE XII.

If, notwithstanding the defensive nature of the Agreements between the contracting parties, and their desire to cultivate and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed, that with the reserve of a battalion of Native Infantry to remain near the person of the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, or such a proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion, for the purpose of opposing the enemy.

The troops of the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor shall accompany the British troops to the boundaries of Guzerat, in order to terminate the war. Should, however, any great exigency arise, the circumstances shall be mutually considered, and the best means in the power of the contracting parties pursued to terminate the same.

ARTICLE XIII.

As the enemies of both States are the same, those who are in opposition to the Gaekwar Government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honorable Company; but should Kanoojee Gaekwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Kanoojee Gaekwar nor Mulhar Rao Gaekwar will have any other claim on the Gaekwar Government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

ARTICLE XIV.

When the subsidiary troops will take the field, the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor will supply such quantities of grain and Vunjarees to attend the army, as the resources of his country may afford, the British Government defraying the expense thereof.

ARTICLE XV.

If disturbances shall, at any time, break out in the Honorable Company's territories or districts, bordering on those of the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, the said Maha Raja Anund Rao Gaekwar shall consent to the employment of such a proportion of the subsidiary force as may be requisite to quell the same: and if at any time disturbances shall break out in any part of the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor's territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British Government will, in like manner, at the requisition of the said Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, detach such a proportion of the troops of the Company as may be most conveniently situated to assist in quelling the said disturbances in the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor's territories.

ARTICLE XVI.

In future, the subjects of each State who may take refuge with either shall be delivered up, if the State from which such parties shall have fled appear to have

any demand of debt or any just claim against him or them : but as a free intercourse between the countries under the two Governments is also intended, frivolous claims against parties resorting from their own to the other's jurisdiction are not to be preferred, and in all serious cases cordiality will be shewn.

ARTICLE XVII.

The contracting parties hereby bind themselves to take into consideration, hereafter, the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

The above written seventeen Articles are to be concluded.

This is agreed to.

Dated Baroda, the 20th Mohorrum Khumus Myatyne Wu Uluf (corresponding with the month of Chytru Sumvut 1861, A. D. *21st April* 1805).

SCHEDULE A,

Or Statement of the Funds assigned, and Districts ceded in perpetual sovereignty, to the Honorable Company, by the Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, in order to provide for the regular payment of the subsidiary troops.

The Purguna of	Dholka	Rs. 4,50,000
„	Nuryaud	„ 1,75,000
„	Vijapoor	„ 1,30,000
„	Matur	„ 1,30,000
„	Muhoodha	„ 1,10,000
The Tuppa of	Kuree	„ 25,000
The	Kimkuthodra	„ 50,000
Wurat on	Katteewar	„ 1,00,000
		Rupees 11,70,000

(Signed) A. WALKER,
Resident.

Baroda, the 21st April, Anno Domini 1805.

SCHEDULE B,

Or statement of the advances made by the Hon'ble Company, and various Bankers, to Maha Raja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, comprising an account of the Funds assigned for their repayment, according to the Provisions made in the eighth Article of the Agreement of the 29th of July, Anno Domini 1802.

ADVANCES ON ACCOUNT OF THE FIRST LOAN, FOR THE REDUCTION OF THE ARAB SEBUNDY.

By the Hon'ble Company.

1802, Dec. 31st.—As per account settled by the Accountant General at the Presidency under this date ..... Rs. 10,77,447 3 96

By the Shroffs.

Hurry Bhuktee				
Arjoonjee Nathjee Turwady Samul Bechurdass	Inclusive of Munoty.	12,48,000	0	0
Munguldass Sukheedass				
				23,25,447 3 96

ON ACCOUNT OF THE SECOND LOAN FOR THE DISCHARGE OF THE ARAB SEBUNDY.

By the Hon'ble Company.

1803, Jan. 31st.—As per account and Bond of this date..... Rs. 8,89,683 0 16

By the Shroffs.

Samuldass Bechurdass ..	4,96,143	2	50
Munguldass Sukheedass...	4,27,458	0	0
	9,23,601	2	50
			18,13,284 2 66
Rupees..			41,38,732 2 62

Funds assigned for the repayment of the foregoing :

1st,	The Purguna of Baroda		6,00,000
2nd,	Ditto	Petlad	3,00,000
3rd,	Ditto	Korul.....	25,000
4th,	Ditto	Kuree	1,50,000
5th,	Ditto	Rajpimpla.....	45,000
6th,	Talooka Ahmedabad		1,00,000
7th,	The Sayur Kothee of the Fort of Baroda		75,000
		Rs..	12,95,000

(Signed) A. WALKER,

Baroda, the 21st April, Anno Domini 1805. Resident.

Amended Article of the Treaty concluded between the Hon'ble Company and His Highness Anund Rao Gaekwar, on the 21st of April 1805.

ARTICLE XIII.

As the enemies of both States are the same, those who are in opposition to the Gaekwar Government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Hon'ble Company, but should Kanoojee Gaekwar, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Kanoojee Gaekwar nor Mulhar Rao Gaekwar will have any other claim, on the Gaekwar Government, than the pension which has been assigned to the latter, and that which may eventually be assigned to the former, nor will any future measures be taken, with respect to those persons, or to any of the dispersed members of the Gaekwar family, otherwise than in full communication with, and by the free consent of Anund Rao, the reigning Prince, and the acknowledged legal head of the family.

The above amendment has been made in the thirteenth Article of the Treaty concluded on the 20th Mohurrum sun Khumus Myatyne Wu Uluf. This is the Agreement. This is agreed to.

Dated Baroda, the 26th Jumadee-ool-akhur Suba Myatyne (corresponding with the month of Shrawun Sumvut 1862, *or September* 1806 A. D.)

Supplement to the Definitive Treaty with the Gaekwar, dated the 6th November 1817.

A definitive Treaty, consisting of seventeen Articles, in consolidation of all preceding engagements with the Gaekwar State, was concluded at Baroda, between the Honorable English East India Company and the Maharaja Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, his heirs and successors. The following Articles of engagement are now agreed on and settled, as supplemental to the said Treaty, by his Highness FUTTEH SING RAO GAEK-

WAR, on the part of the said Maharaja Anund Rao Gaekwar, and CAPTAIN JAMES RIVETT CARNAC, on the part of the said Honorable Company, under full power and authority granted to them respectively for that purpose.

ARTICLE I.

Whereas it has appeared highly expedient, in order effectually to provide for the maintenance of the interests of the alliance in Guzerat, and for the protection of the Gaekwar dominions, that additional means to those provided by the third Article of the definitive Treaty, dated 21st April 1805 (corresponding with 20th Mohurrum 1220, Hijree, or Sumvut 1861, in the month of Chytru), should be furnished by the Honorable Company, the Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor agrees to receive, and the Honorable East India Company to furnish, an increase to the present subsidiary force of one battalion of Native Infantry, of not less than one thousand men, with two Regiments of Native Cavalry, of the same strength and complement as the cavalry regiment belonging to the Poona subsidiary force; and the Maharaj further engages to the admission and residence in the Gaekwar territories of any number of British troops in excess to the subsidiary force, His Highness being liable to no additional charge on this account.

ARTICLE II.

The subsidiary force will at all times be ready to execute the services expressed in the fourth Article of the Treaty dated 21st April 1805 (corresponding with 20th Mohurrum 1220, Hijree, or Sumvut 1861, in the month of Chytru); and in the event of war breaking out with any of the powers of India, it is agreed, conformably to the twelfth Article of the aforesaid Treaty, that, with the reserve of a battalion of Native Infantry, to remain near the person of the Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, or such a proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, now composed of four battalions of Native Infantry, of one thousand men each battalion, or five battalions of eight hundred men, and two regiments of Native Cavalry, with one Company of European Artillery, with their proportion of Gun Lascars, with the necessary ordnance and warlike stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

ARTICLE III.

For the regular payment of the expense of the augmentation of the subsidiary force, as stipulated in the first Article of this engagement, His Highness Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor hereby assigns and cedes in perpetuity to the Honorable English East India Company, all the rights which His Highness has obtained from the perpetual farm of the Peshwa's territories, subject to the city of Ahmedabad, as secured by the fifteenth

Article of the Treaty of Poona, dated 13th June 1817, A. D. (corresponding with the 27th Rujub 1232, Hijree, or Sumvut 1873, in the month of Jesht); it being distinctly understood that the engagements to His Highness the Peshwa, contingent on the farm of the said territories, are to be performed by the Honorable Company, and no claim of any description on such account is at any time to be preferred against the Gaekwar Government. The territories comprehended in the farm of Ahmedabad are detailed in the Schedule B, annexed to this Treaty.

ARTICLE IV.

Inasmuch as the Purgunas belonging to the Honorable Company, of Dubhoee, Bahadurpoor, and Saolee, from their proximity to Baroda, are peculiarly valuable to the Gaekwar Government, it is accordingly agreed that these Districts be made over in perpetuity and full sovereignty to His Highness Anund Rao Gaekwar, his heirs and successors, and that His Highness assigns for ever, in full sovereignty, his share of the city of Ahmedabad, with the exception hereafter specified, and a proportion of the Gaekwar's share of the Petlad District, contiguous to the Company's territories, in perpetuity, and with all the rights of sovereignty thereof, in exchange for the aforesaid Districts belonging to the Honorable Company, the territories of each party being received at the revenues specified in the annexed Schedule C. His Highness Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor having retained possession of his Fort or Huvelee in the city of Ahmedabad, and its dependent possessions, known under the denomination of the Duskroee, it is further agreed and determined that His Highness only maintains a force in the said Huvelee sufficient for the purposes of revenue collections and police, and that His Highness' servants in the Huvelee will conduct themselves with strict regard to the rules and regulations within the city of Ahmedabad, of the Company's Government. The Honorable Company, on the other hand, hereby promises, that every proper accommodation shall be afforded from the public authorities in the city to the servants of His Highness Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, residing at or stationed in the said Huvelee; as well as that all persons or troops subject to His Highness's authority at the Huvelee of Ahmedabad, or the Gaekwar Duskroee, shall not be amenable to the laws of the British Government, but made subject to His Highness's authority, who hereby agrees to afford satisfaction to the local authorities of the Honorable Company, of adequate punishment, according to his laws, for any misconduct of his servants and dependents within the city of Ahmedabad. In consideration of the good will and friendship which have so long happily subsisted between the Honorable Company and the Gaekwar Government, such goods and articles as may be *bonâ fide* required for the private use or consumption of that family, or of the Ministers, shall be allowed to be purchased at Ahmedabad, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

ARTICLE V.

Whereas, by the exchange of Districts stipulated in the foregoing Article, great advantages are derived in territorial extent and population from the possession of Dubhoee, Bahadurpoor, and Saolee, His Highness, Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, adverting to this benefit, agrees to assign territories in the vicinity of Surat, or from his portion of the Purguna of Petlad, in exchange for the Moglaee claims of the Honorable Company, in virtue of its possession of the Castle of Surat, in the District belonging to the Gaekwar, in the province termed Surat Uthavisee.

ARTICLE VI.

By Schedule A to the Definitive Treaty, Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor ceded in perpetuity to the Hon'ble Company, for the expenses of a subsidiary force, certain Districts, with all the rights of sovereignty and produce thereof, and all the Forts they contain; from which Districts the Purguna of Vijapoor has been exchanged for other Districts of equal produce, as particularised in a separate list annexed hereto; conformably to which, Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor engages to transfer, in perpetuity, all rights of sovereignty over those Districts, and all the Forts which they contain, to the Honorable Company; and the Honorable Company agrees to restore for ever the whole right of sovereignty over the District of Vijapoor and the Forts which it contains, to Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor. And whereas, in consideration of the Maharaja having consented to the exchange of the District of Vijapoor, the Honorable Company do promise that they will not apply in future to the Maharaj, his children, heirs, or successors, for the exchange of any of the Districts ceded by the Definitive Treaty bearing date the 21st day of April 1805 (corresponding with 20th Mohurrum 1220, Hijree, or Sumvut 1861, in the month of Chytru), or of the other Districts now exchanged for Vijapoor, or for the exchange of any territory whatever.

ARTICLE VII.

Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor having represented to the Honorable Company that on the island of Bet, and in the province of Ookhamundul, there are two places of Hindoo religious worship and devotion, and that the Gaekwar Government should be put in possession of these places, and the Honorable English East India Company being disposed to comply with the earnest desire of the Maharaj, the province of Ookhamundul and the island of Bet, with all the rights of sovereignty thereof, and all the forts they contain, are accordingly given to the Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, his heirs or successors, in

perpetuity; and he, Maharaj Senakhaskhel Shumsher Bahadoor, promises to allow, in perpetuity, a building on the island of Bet, to the Honorable Company, for depositing stores, free of any claim for tax or otherwise, and consents that all vessels, boats, servants, subjects, &c., belonging to the Honorable Company, as well as merchant vessels from the Honorable Company's ports, as may frequent any of the ports and places within the provinces of the Gaekwar Government, shall pass and repass without hindrance: and the Honorable Company, on the other hand, agrees that all vessels, boats, servants, subjects, &c., belonging to the Gaekwar Government, as well as merchant vessels from the ports of the Gaekwar Government, as may frequent the Honorable Company's ports, shall also pass and repass without hindrance. The Maharaj moreover promises, that the person who may reside in charge of the Honorable Company's stores shall meet with no molestation whatever, and be treated with all due consideration.

ARTICLE VIII.

Whereas, by the second clause of the twelfth Article of the Treaty of the 21st April 1805 (corresponding with 20th Mohurrum 1220, Hijree, or Sumvut 1861, in the month of Chytru), the Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor has stipulated to furnish his troops to act with the British forces on any great exigency, His Highness hereby further engages, in case of war, to bring forward the whole of his military resources for the prosecution of the war. The Honorable Company, on the other hand, agrees to take into consideration and determine the pretensions of the Gaekwar Government, to benefit by any future partition of territory acquired in foreign wars. The Gaekwar Government also binds itself to maintain and hold at the disposal of the Honorable Company, to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the Officer commanding the British troops, a body of three thousand effective cavalry, to be supported exclusively at the expense of His Highness the Gaekwar; and that His Highness will conform to the advice and suggestions of the British Government, relative to the formation and equipment of the contingent of horse, its regular monthly payment, the condition of its arms and accoutrements, according to the customs of the Gaekwar Government. Its muster to be personally taken by the head of the Gaekwar Government; and at the time of its payment, on the day of the new moon in every month, the Gaekwar Government and the Resident at Baroda will also take the muster thereof; or if the force is dispatched from Baroda on service, the Officer who will be nominated by the Gaekwar Sirkar to its command, and the Officer who proceeds in command of the Honorable Company's troops, shall jointly take the muster, agreeably to the aforesaid agreement made in that respect.

ARTICLE IX.

The contracting parties being actuated by a sincere desire to promote and

maintain the general tranquillity and order of their respective possessions, and adverting to the intermixture of some of the territories belonging to the Honorable Company and the Maharaj Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor, it is therefore hereby agreed, that offenders taking refuge in the jurisdiction of either party, shall be surrendered on demand, without delay or hesitation.

ARTICLE X.

All Articles of the Definitive Treaty at Baroda, dated the 21st April 1805 (corresponding with the 20th Mohurrum 1220, Hijree, or Sumvut 1861, in the month of Chytru), not contrary to the present engagement, are hereby confirmed.

ARTICLE XI.

This supplemental Treaty, consisting of eleven Articles, being this day, the 6th November 1817 (corresponding with the 25th Zilhuj 1232, Hijree, or Sumvut 1873, in the month of Ashwin), settled and concluded at Baroda, to be binding and permanent, when ratified by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General in Council.

The Treaty was agreed to on the 25th Zilhuj Sun Summan, Ushur Myatyne Wu Uluf Sumvut 1873 (A. D. 6th November 1817).

Large Seal of the Gaekwar.

This has been agreed to.

Small Seal of the Gaekwar.

(Signed) J. R. CARNAC,
Resident.

MEMORANDUM.—This Treaty was ratified by His Excellency the Governor General, in Camp, at Masooly, this twelfth day of March, one thousand eight hundred and eighteen.

(Signed) J. ADAM,
Secretary to the Governor General.

Additional Article to the Supplemental Treaty, on a separate Negociation concluded with His Highness Seeajee Rao Gaekwar, the successor to his late Highness Futteh Sing.

It having been stipulated in the fourth Article of the foregoing Treaty, that in exchange for the Districts of Dubhoee, Bahadurpoor, and Saolee, one-half of

the city of Ahmedabad, and a part of the villages in the Gaekwar's share of the Purguna of Petlad, be ceded to the Hon'ble Company, the contracting parties, on further consideration, have substituted the following arrangement, including therein a cession on account of the Moglaee dues, on the Districts belonging to the Gaekwar in the Surat Uthavisee, as agreed for in the fifth Article of the same Treaty; namely: the District known as the Gaekwar's Duskroee (inclusive of Doomala and Inam assignments), with the Huvelee in the city and the Kusba of Mota, and the Purguna of Turkesur, in the Surat Uthavisee, as specified in the annexed detailed account of territories and rights so exchanged.

It being also mutually desirable, for the interest and convenience of both Governments, and to promote more effectually the consolidation of their power and authority, that the rights over the Kusba town of Petlad should be transferred to one or either of the contracting parties, His Highness Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor has agreed to cede, in exchange for the Company's rights in the Kusba of Petlad only, his rights in the Kusba Town of Omrut.

Dated Baroda, the 1st Zilhuj Soor Sun Tissa Ushur Myatyne Wu Uluf. 2nd October 1818.

Large Seal of the Gaekwar.

This is completed.

The Company's Seal.

Small Seal of the Gaekwar.

(Signed) J. R. CARNAC,
Resident at Baroda.

(Signed) HASTINGS,
G. DOWDESWELL,
J. STUART.

Ratified by the Governor General in Council, this 28th day of Nov. 1818.

(Signed) J. ADAM,
Chief Secretary to Government.

SCHEDULE B,

Of the Funds assigned and Territories ceded in perpetual sovereignty by His Highness Anund Rao Gaekwar Senakhaskhel Shumsher Bahadoor to the Hon'ble English East India Company, under the Supplemental Treaty dated 6th November 1817 (corresponding with 25th Zilhuj 1232, or Sumvut 1873, in the month of Ashwin), in order to provide for the regular payment of the additional Troops subsidised.

Districts composing the perpetual Farm of Ahmedabad, ceded and accepted at Net Rs. 12,61,969-2-50, subject to all the conditions of the Farm.

	Net Rs.
Half of the city of Ahmedabad	
Peshwa's Duskroee Purguna	
Veerumgam	
Purantej, and Peshwa's share in Hursool and Morasa Punch Mahals, as follows :—	
Mehmoodabad	12,61,969 2 50
Aleena, or otherwise Thamna	
Thasra	
Antrolee	
Balasinor and Veerpoor	
Half of the Town and Purguna of Petlad	

Dated Baroda, the 1*st Zilhuj Soor Sun Tessa Ushur Myatyne Wu Uluf.* 2*nd October* 1818.

This is completed.

Small Seal of the Gaekwar.

Large Seal of the Gaekwar.

SCHEDULE C,

Or Statement of Districts, with the Revenues of each, exchanged with the Gaekwar Government, including the exchange of the Purguna of Vijapoor, as set forth in Article 6th of the Supplemental Treaty.

Dr. *Cr.*

	Rs.	qr.	rs.
To Vijapoor and Tuppa Sumaoo of Kurree	1,66,647	1	0
,, Dubhoee	2,07,918	2	20
,, Bahadurpoor	14,377	1	32
,, Saolee	75,333	0	0
,, Moglaee Dues of the Surat Uthavisee	75,763	1	25
The amount of Killedaree Babutbe, collected by the Kaira Collector from the Jageer Villages of Sundhana, Antrolee, and Wasna of Soobhanjee Pol, which was not deducted from the amount at which these Villages were ceded to the Honorable Company	1,652	0	0
The amount of Sydpoor Village, ceded by the Gaekwar Government with the Duskroee	1,800		
Proportion of increase of 20,000 Rupees on 56,000 Rupees of Duskroee, as explained by the 17th paragaph of a Letter of the 15th June 1818	642		
	2,442	0	0
The amount of Dhurmadao Lungur, being charities of the Ahmedabad Duskroee	1,824	0	81
Kusba Town of Petlad and Sayur of the District	32,890	2	31
	5,78,848	0	89
Balance to be made up to the Gaekwar by the transfer of the Village in Petlad or the Surat Uthavisee	2,117	1	69
Rupees	5,80,965	2	58

				Rs.	qr.	rs.
By Kupurbund	Rs.	52,600	0 0			
,, Bhalej	,,	40,000	0 0			
,, Kurod	,,	60,000	0 0			
,, 3 Villages of Soobhanjee Pol, viz. Sundhana of Petlad Purguna, Antrolee of Matur Purguna, and Wasna of Monedha Purguna	,,	9,047	1 0			
,, Kumee Village of Ahmedabad Duskroee Purguna	,,	5,000	0 0			
				1,66,647	1	0
,, City of Ahmedabad				1,65,313	3	07
,, Purguna Ahmedabad Duskroee Huvelee				1,86,000	0	0
,, Turkesur and Motakusba of Surat Uthavisee		29,641	0 0			
Deduct therefrom Moglaee		1,007	0 0			
		28,634	0 0			
which is settled in favor of the Honorable Company for				27,996	2	51
,, Moglaee of Motakusba of Surat Uthavisee				1,007	0	0
,, Kusba Town of Omrut				34,001	0	0
Rupees				5,80,965	2	58

Dated Baroda, the 1st Zilhuj Soor Sun Tessa Ushur Myatyne Wu Uluf.

This is completed.

Small Seal of the Gaekwar.

Large Seal of the Gaekwar.

ORDERS AND STIPULATIONS IN REGARD TO OPIUM.

Translation of an Order from the Gaekwar Government to the Kumavisdars of Mahals, dated 16th Shaban 1218, *Fuslee Sumvut* 1873, *Ashar Vud 4th* (*2nd July* 1817).

An arrangement has been made this year by this Government, in concert with the Government of the Hon'ble Company, that Merchants are not to export for sale, Opium from the Gaekwar Districts to other territories, nor to sea-ports.

They are to sell it in the Gaekwar Districts. This order is therefore sent to you. You are therefore to desire all Merchants not to export their Opium for sale to other countries, nor to sea-ports, but to dispose of it within the Districts, telling them that if they shall convey it to sea-ports or to other countries, and this shall be discovered, the property will be confiscated, and a fine levied.

(True translation.)
(Signed) CHAS. NORRIS,
Acting Resident.

Translation of Orders issued by the Gaekwar Government to the Kumavisdars of Mahals, dated 17th Jumadee-ool-Akhur 1874 (*24th April* 1818).

The Honorable Company's Government has already procured orders to be issued by this Government to put a stop to the traffic of Opium. Opium has in consequence probably been stopped. No one is to be allowed to take any out (of the country) without paying a duty of Rupees 12 a Kucha seer. Every month returns are to be sent in, specifying the names of Merchants who may have taken away Opium, and the place where they have taken it to. Care must be taken that Opium is not clandestinely carried off. Any Opium thus carried off will, on discovery, be liable to confiscation; one-third of it will be given to the seizer, and the remainder will fall to the Government. This is to be made public.

(True translation).
(Signed) CHAS. NORRIS,
Acting Resident.

Translation of an Order from the Gaekwar Government to the Kumavisdars of Mahals, dated 9th Zilhuj 1219, *Fuslee 10th* (*October* 1818).

An order has been issued to you on the subject of Opium. On this point you are to act according to the arrangement now made and communicated :—

1st. Opium meant for consumption in the Mahals is to pay a duty of 2 Rupees per seer.

2nd. Opium meant for exportation beyond the sea is to pay a duty of Rupees 12 per seer.

3rd. Opium clandestinely carried through the country is to be confiscated.

(True translation.)

(Signed) CHAS. NORRIS,
Acting Resident.

Articles of Stipulations in regard to Opium, agreed to by His Highness the Gaekwar, under date the 25th September 1820, *and concurred in by the Bombay Government on the* 17*th October* 1820.

ARTICLE I.

Opium must not be supplied from the Company's warehouses or by Merchants subjects of the Company, to the Merchants and subjects of the Gaekwar; these are to be supplied with Opium by the Gaekwar Government.

ARTICLE II.

Whatever Opium is required for the Gaekwar's warehouses, to be obtained from the Collector of Kaira, through the Agency of a Wakeel of the Gaekwar. Should there be a deficiency of Opium in the warehouses of both Governments, and it should be necessary to procure Opium from Malwa, a Dustuk is to be given, permitting the purchase and the free passage of the article.

ARTICLE III.

The Gaekwar Government will purchase the Opium at present in the Gaekwar Districts, and until it is consumed, will not purchase from the Company's store.

ARTICLE IV.

Opium is produced in some parts of the Gaekwar territories, and it is requested therefore that no objection may be made to this continuing to be the case. When the article is ready it will be purchased by the Government, to which it is requested that no objection may be made.

ARTICLE V.

The price of Opium to be the same in the territories of the two Governments.

ARTICLE VI.

It is requested that the price at which Opium is sold to the merchants and ryuts at Kaira, Broach and other places, where the Government warehouses will be established, and the Malwa price, may be communicated to this Government every month.

ARTICLE VII.

Any merchant or individual introducing Opium secretly for sale into the Gaekwar territories, to be subject to have the property confiscated, and any Opium brought secretly from the Company's Districts for sale, to be confiscated in like manner, without any objection on the part of the British Government.

ARTICLE VIII.

A Wakeel of the Gaekwar Government to be stationed at Kaira, and wherever there is a warehouse of the British Government, and Opium to be supplied for the Gaekwar Districts through his means; no Opium to be supplied by other means to merchants and ryuts.

Agreed to by His Highness the Gaekwar on the 25th September 1820, *and concurred in by the Honorable the Governor in Council of Bombay, under date the* 17*th October* 1820.

Translation of a Memorandum under the Seal of His Highness Syajee Rao Gaekwar, passed by His Highness to the Hon'ble Mr. Elphinstone, Governor of Bombay, for the future management of the affairs of Kattywar and the Mahee Kanta, dated 3*rd April* 1820.

With a view to the tranquillity of the country, and to the peaceable realization of His Highness the Gaekwar's tribute from Kattywar and the Mahee Kanta, it is agreed that His Highness Syajee Rao Gaekwar shall send no troops into the lands of the Zumindars in either of those tracts without the consent of the British Government, and shall make no demand on any Zumindar or other person of those provinces, except through the medium of the British Government. The British Government engages to procure payment of the Gaekwar's tribute free of expense to His Highness, agreeably to the principles of the settlement made with the Zumindars of Kattywar and the Mahee Kanta respectively, in the years 1807-8 (answering to Sumvut 1864), and in 1811-12 (answering to Sumvut 1868).

If any great expense be produced by the refractory conduct of the Zumindars, the British Government shall be at liberty to levy that amount, and no more, from the Zumindar resisting.

Executed on the 4th of Chytru Vud (answering to Jumadee-ool-akur 1220, *Fuslee, and to Sumvut* 1876, A. D. *April 3rd* 1820).

Purwana given by His Highness Syajee Rao Gaekwar Senakhaskhel Shumsher Bahadoor to the Chieftain of Oodepoor, Raja Rawul Prithirajee, dated the 2nd of the Aso-Vud, or 15th of the month Suffur (31*st October* 1822).

Ghas Dana is due from you to the Baroda Government, and it is agreed, under the mediation of the British Government, and through the intervention of Mr. Williams, the Resident of Baroda, that the above, to the amount of ten thousand five hundred Rupees yearly, shall be paid by instalment, as hitherto; and if at any time you suffer through the inclemency of seasons or foreign invasion, then the Baroda Government shall exercise protection in the same manner that is agreed upon for Katteewar and the Mahee Kanta.

Therefore remain at ease in your mind that no injustice shall be attempted against you, and attend to the improvement of your Talooka; and your Agents and Karbharees, Gokool Bukshee, and Sadooram Dubbee, and Baba Matur, and Purbhoodass Vundravun Parukh, and others, when coming or going on business connected with your Government, shall suffer no kind of interruption or injury. For this protection, which is binding year by year for ever, the Honorable Company is guarantee.—Dated this 3rd day of October, 1822.

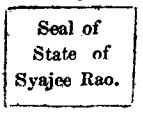
Signed with both the Seals of the Gaekwar Government.

PROCLAMATION.

Translation of a Proclamation in Murathee and Goojurathee, issued by His Highness the Gaekwar, on the 13th April 1840, *abolishing Suttee within his dominions.*

SHREE MHALSA KANT.

Substituted for the signature of the Prince.



Proclamation by the Gaekwar Government, Senakhaskhel Shumsher Bahadoor.

Be it known to all, that within this Government, women of every caste are prohibited from becoming Suttee. It is therefore incumbent on every one to take notice of this order, and act conformably thereto. Should any female, in contravention of this order, take steps to perform this ceremony, whoever may be accessory and aiding therein, shall be severely punished by Government. Every one is to bear in recollection this injunction, and demean themselves accordingly.

Dated 10*th Suffur, Soor Sun* 1240, *corresponding with the* 13*th April* 1840, A. D.

(True translation.)
(Signed) JAMES SUTHERLAND,
Political Commissioner and Resident.

The following Rules, exempting Vessels trading between Bombay and Sind, forced into any of His Highness the Gaekwar's Ports in Katteewar, by stress of weather, from the payment of the Duties heretofore exacted at those Ports, were agreed to by His Highness, on the 31*st October* 1844.

RULE I.

Should a boat, on her voyage between Bombay and any port in Sind, be driven into the Mahals of this Sirkar, by stress of weather, and land its cargo, no Duty of any kind, and no Port or Anchorage Fee will be exacted, provided the vessel remains in the harbour only a reasonable time. If a single package be landed for the purpose of sale or traffic, or if the vessel refuse to pursue her voyage when able to do so, then the full amount of Duty shall be levied on the whole cargo, and every Port or other Fee be also levied in the usual manner; and the vessel treated in every respect as if consigned to the ports of this Sirkar's Mahals.

RULE II.

Should a boat, under the circumstances mentioned at the commencement of Rule I. put into the ports of Okamundul, &c., in so bad a state as to be obliged to discharge her cargo into another boat, which conveys it to its original destination, no Duty will be levied, provided nothing is landed for sale, and

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provided no unnecessary delay takes place in the sailing of the boat with the transhipped cargo. Damaged goods may be landed and sold, under the sanction of the Custom House Officers, on payment of the usual Duties.

Rule III.

Should a boat, under the above circumstances, put into the ports of Okamundul, &c., and undergo repairs, landing her cargo in the mean time, no Duty will be levied, provided there is no unnecessary delay, and provided that on re-shipping, every package of the original cargo is duly accounted for, to the satisfaction of the Custom Master of the port.

Rule IV.

Should a boat put into the Ports of Okamundul, &c., under the circumstances above mentioned, and undergo slight repairs, without discharging any part of her cargo, no Duty whatever will be levied, provided the repairs do not occupy more than a reasonable number of days.

Rule V.

Should a boat put into the ports of Okamundul, &c., under the above circumstances, at the close of the season, and be compelled to lay up for the Monsoon, security will in the first place be given for the full amount of Customs due on the whole cargo, and all Port and Anchorage Fees shall be paid. The goods may then be landed and warehoused, at the expense and risk of the Owner or Tindal of the vessel. The original invoice of the cargo, or an authentic copy, shall be deposited with the Customs Authorities, and if, on re-shipping, it shall be discovered that a single package has been opened, or missing, and cannot be accounted for satisfactorily, the full amount of Customs shall be made good, according to the security previously given. The goods must be re-shipped in the same vessel which brought them, unless she be proved not sea-worthy, in which case they may be forwarded on another; all damaged or perishable goods may be sold, under the sanction of the Custom House Officers, and on payment of the usual Duties.

Rule VI.

When any doubts arise as to the application of any of the above Rules, the Chief Gaekwar Authority of the Mahals, if unable to settle the matter otherwise, will refer to the Political Agent, and act according to his opinion and advice. His Highness the Gaekwar reserves to himself the full right of punishing any Tindals, Owners, or Supercargoes of boats, who attempt to evade these Regulations, and to take advantage of them for the purpose of defrauding the Revenue of the Durbar; but should the offender belong to foreign jurisdiction, the Kamdar must refer the case to the Political Agent, and act according

to his advice; and pending the receipt of that Officer's reply, detain the offender in custody. The public must be duly made acquainted with these Rules.

Dated Ashwin Vud 5th, Sumvut 1901, *corresponding with the* 31*st October* 1844, A. D.

(True translation.)

(Signed) T. OGILVY,
Acting 1st Assistant Political Commissioner,
and Resident in Charge.

MEMORANDUM.—*Under date the* 19*th May* 1850, *His Highness the Gaekwar, with reference to a similar Agreement* made on the* 20*th and* 30*th December* 1849, *by His Highness the Jam of Nowanuggur, the Nuwab of Joonagur, the Rana of Porbunder, the Thakoor of Bhownuggur, and the Seedee of Jafferabad, extended the foregoing Rules to all vessels belonging to any Port in Katteewar, or in the territory of the British Government, with the reservation, that in the event of any boat continuing to remain in the same Port, for its own convenience, after the return of fair weather, or disposing of, or changing any portion of its cargo, His Highness reserves to himself the right of levying the customary Duties.*

GOHUD.

Treaty between the Company and MAHA RAJA LUKINDAR, BAHADOOR, *Rana of Gohud, dated the 2nd December* 1779.

Articles of Agreement made and concluded at Fort William in Bengal, between the Honorable the Governor General and Council for the Affairs of the Honorable English East India Company, on behalf of the said Company, on the one part, and Maha Raja Lukindar, Bahadoor, Rana of Gohud, for himself and his successors, on the other part, viz :—

ARTICLE I.

Perpetual friendship shall take place between the English Company and Maha Raja Lukindar, Bahadoor, and their successors; and an alliance be established between them, for the prosecution of the objects hereinafter mentioned.

ARTICLE II.

Whenever a war shall actually take place between the contracting parties and the Murathas, if Maha Raja Lukindar, Bahadoor, shall require the assist-

* Vide pages 242 and 243.

ance of an English force from the Company, for the defence of his country, or for the acquisition of territory, such a force, proportioned to the exigency of the service, shall be immediately sent, on his requisition made in writing, to the Commanding Officer of the nearest station of the Company's troops, shall remain with him as long as he shall require it, and return when he shall dismiss it. The expenses thereof shall be defrayed by the Maha Raja, at the fixed monthly rate of Twenty Thousand Muchlidar Rupees, of the currency of Benares, or any other species of Rupees of the same intrinsic amount, for each battalion of Sepoys on its present establishment, with its proportion of Artillery; the payment to commence on the day when the said force shall pass the borders of the Company's dominions, or the dominions of the Nuwab of Oude, and cease on the period stipulated for its return to either; four coss being allowed for each day's march.

ARTICLE III.

This force shall be employed for the defence of the Maha Raja's dominions, against all foreign or domestic enemies, and for the enlargement of his dominions, by conquest on the Murathas.

ARTICLE IV.

Whatever countries shall be acquired from the Murathas, in pursuance of this Treaty, by the troops of the Company or of the Maha Raja, separately or in conjunction, whether by War or Treaty, except the fifty-six Mahals which constitute the Maha Raja's Jageer, and which are not now in the possession of the Murathas, shall be shared in the following proportions: viz., Nine Annas to the Company, and Seven Annas to the Maha Raja. The mean amount of the gross revenue of the whole shall be ascertained by Ameens chosen by each party, on the collections made in the ten preceding years; and the amount of the Company's share, as determined by the said Ameens, after deducting the charges of collection which are customary in such countries, shall be fixed and paid by the Maha Raja, as a perpetual tribute to the Company; and the lands and forts shall be ceded to the Maha Raja.

ARTICLE V.

In case it shall be judged advisable to employ the combined forces of the Company and the Maha Raja in any hostile operations against the Murathas, beyond the borders of the Maha Raja's dominions, on requisition made to him in writing from this Government, he shall furnish ten thousand Horse for such service, and each party shall bear his own separate expense; and if, upon the return of the English forces towards their own borders, the Maha Raja shall have occasion for their services, and shall make a requisition to retain them, from the instant of such requisition he shall pay their charge, in the same manner as stipulated in the second Article. But it shall not be required of the

Maha Raja, nor be in the power of this Government, to detach or employ his troops beyond the furthest borders of Oojein and Indore, without his special consent.

ARTICLE VI.

Whenever the English forces are employed for the defence of the Maha Raja's country, or for the acquisition of territory, the service to be performed shall be prescribed by himself; but the mode of executing it shall be left to the direction of the Officer commanding the English troops.

ARTICLE VII.

Whenever the combined troops of the Company and the Maha Raja shall be employed in any remote operations, the Commanding Officer of the English forces shall consult the Raja upon all services to be performed; but the ultimate decision, in case of a difference of opinion, and the mode of conducting such services, shall be left entirely to the Commanding Officer of the English forces, with a reservation of the Maha Raja's complete authority over his own troops.

ARTICLE VIII.

Whenever peace shall be concluded between the Company and the Muratha State, the Maha Raja shall be included as a party in the Treaty which shall be made for that purpose; and his present possessions, together with the Fort of Gwalior, which of old belongs to the family of the Maha Raja, if it shall then be in his possession, and such countries as he shall have acquired in the course of the war, and which it shall then be stipulated to leave in his hands, shall be guaranteed to him by such Treaty.

ARTICLE IX.

No English factory shall be established in the dominions of the Maha Raja. No persons of any denomination shall be sent into his dominions on the part of the English Company, or with the license of the Governor General and Council, without his previous consent; neither shall his ryuts be pressed for any military service, nor any authority exercised over them but his own.

Signed, sealed, and concluded at Fort William, this 2nd day of December, in the year of our Lord 1779.

Treaty with RAJA UMBAJEE RAO INGLA, 1803.

Treaty of amity and alliance between the Honorable the East India Company and Raja Umbajee Rao Ingla, providing for the relinquishment to the Honorable

Company of certain Districts, including the Forts of Gwalior, Gohud, and others, hitherto held in farm by Raja Umbajee, and for the guarantee, on the part of the Honorable Company, to Raja Umbajee, of certain portions of country, including the Fort of Narwar and others, to be held by him in sovereignty, concluded by His Excellency General GERARD LAKE, Commander in Chief of the British Forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Captain General and Commander in Chief of all the Land Forces serving in the British Possessions in India, and Governor General in Council at Fort William in Bengal, on the part of the Honorable Company, and by RAJA UMBAJEE RAO INGLA, for himself, his heirs and successors.

ARTICLE I.

A permanent friendship and alliance is established between the Honorable Company and Raja Umbajee Rao Ingla, and between their heirs and successors. In conformity to the friendship established, the friends and enemies of one party shall be the friends and enemies of both, and neither party shall swerve from this obligation.

ARTICLE II.

Raja Umbajee hereby agrees to deliver over, without delay or evasion, to the Company's Government, the Fortress of Gwalior, with the Districts undermentioned, which have been hitherto held by him in farm, with the Forts situated in them, whenever the Officers of the Company's Government may be deputed for the purpose of taking possession of them; and further agrees, that these Districts and Forts may be disposed of as may appear expedient to the British Government, relinquishing on his part all farther claims, on any account whatever, to the said Districts and Forts.

Gwalior Khas	Rs.	40,000
Atree and other 5 Mahals, Chummerch, Bower, Salbye, and Chounara	„	1,50,000
Allahpore	„	40,000
Summonlee	„	60,000
Puhorghur and others, of Talooka Inkurwaree.	„	1,00,000
Talooka Jetawur	„	25,000
Purguna Dolpore	„	1,50,000
„ Baree	„	2,00,000
„ Rajahkeera	„	60,000
„ Bind, with its Talookas	„	2,20,000
„ Attere	„	1,10,000
Carried forward,	Rs.	11,55,000

	Brought forward, Rs.	11,55,000
Talooka Phoonp	„	20,000
„ Oomree	„	35,000
„ Balawa	„	30,000
„ Ammow	„	1,00,000
„ Jagnee	„	30,000
Seroy Choolah	„	10,000
Doondree	„	40,000
Ahnoun	„	1,00,000
Noorabad	„	25,000
Attowra	„	25,000
Bahadurpore	„	30,000
Balaittee	„	20,000
Curwas	„	15,000
Hawellee Gohud	„	50,000
Behut	„	50,000
Talooka Sooklharree	„	8,000
„ Aman	„	25,000
Inderkee	„	50,000
Budhaik	„	18,000
Bhandere	„	2,00,000
Nhoda	„	30,000
Lehar and 6 others, forming the Zillah Kutchwakur	„	2,00,000
Gaojerea	„	10,000
Kuttoullee	„	2,00,000
Lawunkalan	„	30,000
Purguna Noh	„	50,000
„ Betwa	„	50,000
„ Deogur	„	50,000
	Rupees	26,56,000

Article III.

In consideration of the friendship and attachment to the Honorable Company manifested by Raja Umbajee, by the engagements entered into on his part by the present Treaty, the Honorable East India Company do hereby guarantee to the Raja, and to his heirs and successors, the possession in sovereignty of the Fort of Narwar and the Districts undermentioned, which are reported by the Officers of the Raja to be now in his possession, with the Forts situated in them. The Honorable Company shall demand no tribute or rent whatever from Raja Umbajee on account of these possessions.

Narwar Khas	Rs.	9,000
Talooka Surwarreen	„	9,000
„ Bara Doongree	„	4,500
„ Digdoullee and Cheras	„	8,000
„ Rajagur	„	7,500
„ Guneshkera	„	3,500
„ Barye, &c.	„	1,000
„ Ray	„	4,000
„ Saseram	„	5,000
„ Souknee	„	7,000
„ Kureeawul	„	10,000
„ Deogur	„	1,500
„ Mooseree	„	5,000
„ Gopalpore	„	5,000
„ Doongurpoor and Magrounee	„	25,000
„ Pattye Kurrye	„	6,000
„ Beeturwas, &c.	„	46,200
Villages of Gwalior, which have been attached to Narwar, viz.,		
Rampore, Bounee, and Buseree	„	5,000
Doodakhaner	„	10,000
Saer	„	12,000
Subulgur and nine others	„	1,25,000
Bejipore and two others	„	47,000
Pouree	„	51,000
Sersye and Puren	„	4,000
Utulpore Beejrawan	„	5,000
Lawan of Purguna Shadoura	„	2,500
Doulagur Kursena	„	5,500
Talooka Benouree	„	2,000
Budrita and Village Kera, and two others	„	12,000
Negounee	„	1,500
Villages of Inam Chuttree, Trikumjee, &c.	„	10,000
Purguna Googal Chuttree	„	45,000
Talooka Alunpore	„	25,000
„ Koouch	„	1,50,000
„ Sepree	„	50,000
„ Kolarus	„	50,000
„ Irnee	„	20,000
„ Keara	„	7,000
„ Terait	„	7,000
„ Oochar Bubrolee	„	15,000
Carried forward,	Rs.	8,18,700

	Brought forward,	Rs.	8,18,700
Talooka	Lawur, Chupar, and Badaoon	„	1,500
Village	Kuneru	„	3,000
Talooka	Alkee Beelhree	„	2,500
„	Chergawun	„	6,000
„	Ranagur and Kergawun	„	6,000
„	Mokuree	„	10,000
„	Booshera	„	2,000
„	Gurwaee	„	7,000
„	Lamrut Berutch	„	7,000
Village	Gatta Budoura	„	4,000
„	Derut	„	5,000
Talooka	Talood	„	10,000
Roomalee	Burwa Sagur	„	10,000
„	Sesye	„	10,000
Talooka	Dooan Berye	„	10,000
„	Bangpoone	„	4,000
Purguna	Mamohunee	„	25,000
		Rupees	9,41,700

ARTICLE IV.

Raja Umbajee shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the English Government.

ARTICLE V.

Raja Umbajee, during the period of this or any future war, which may take place with the enemies of the British Government in the vicinity of his possessions, shall join the Company's army with the whole of his troops; and in this event, although the Raja retains the sole command of his own army, he agrees to act in the war agreeably to the advice and counsel of the Commander of the Company's troops.

ARTICLE VI.

Whereas, in consequence of the third Article of the present Treaty, the Honorable Company becomes guarantee to Raja Umbajee for the security of his country against external enemies, Raja Umbajee hereby agrees, that if any misunderstanding should arise between him and any other State, the Raja will, in the first instance, submit the cause of dispute to the Company's Government that the Government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Raja Umbajee may demand aid from the Company's Government. In the event above

stated in this Article, it will be granted; and Raja Umbajee agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other Chieftains of Hindoostan.

ARTICLE VII.

The guns, ammunition, and military stores, now in the Forts to be delivered over to the Honorable Company, shall be considered the property of the Honorable Company. Raja Umbajee is, at the same time, empowered to carry off whatever money, grain, or property of any other description than that above-mentioned, which may be in the Forts, and no interruption shall be given on the part of the Company's Officers to his so doing.

ARTICLE VIII.

The Honorable Company agree that Raja Umbajee, whenever he may make a request to that purpose, shall be allowed to reside, with his relations and family, and property, in whatever place within the Company's dominions he may choose, without any molestation on the part of the Company's Government.

ARTICLE IX.

In the event of a peace being concluded between the Honorable Company and the Muratha States, the Honorable Company shall consider Raja Umbajee included in the Treaty as an ally of the Company.

ARTICLE X.

If any enemy of both the parties should invade the country of Umbajee, and the English army act in concert with the troops of Raja Umbajee in expelling the enemy, in this case Raja Umbajee shall not be liable to any expense on account of the Honorable Company's troops.

The above Treaty, comprised in ten Articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General Gerard Lake, at Surhindee, in the Sooba of Ukburabad, on the 16th day of December 1803 of the Christian Era (corresponding with the 1st of Rumzan 1218, Hijree, and with the 2nd of Poush Shood 1860, Sumvut), and under the seal and signature of Raja Umbajee Rao Ingla, at ————, on the 16th day of December 1803 of the Christian Era (corresponding with the ———— of ———— 1218, Hijree, and with the —— of —— 1860, Sumvut). When a Treaty, containing the above ten Articles, shall be delivered to Raja Umbajee Rao Ingla, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

(True copy.)
(Signed) G. MERCER,
Agent Governor General.

Ratified on the 15th January 1804.

Treaty with the Rana of Gohud, 1804.

Treaty of amity and alliance between the Honorable the East India Company and Maha Raj Suvaee Rana Keerut Sing Lukindar Bahadoor, providing for the guarantee, on the part of the Honorable Company, of the country of Gohud, and others, to be held by Maha Raj Rana in sovereignty, and for the payment, on the part of the Maha Raj Rana, of a subsidiary force from the Honorable Company; concluded by His Excellency General GERARD LAKE, Commander in Chief of the British Forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Captain General, and Commander in Chief of all the Land Forces serving in the British Possessions in India, and Governor General in Council at Fort William in Bengal, on the part of the Honorable Company, and by MAHA RAJ SUVAEE RANA KEERUT SING BAHADOOR, for himself, his heirs, and successors

ARTICLE I.

A permanent friendship and alliance is established between the Honorable Company and Maha Raj Rana Keerut Sing Bahadoor, and between their heirs and successors. In conformity to the friendship established, the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE II.

The Honorable the East India Company hereby agree to establish Maha Raj Rana Keerut Sing in the sovereignty of his hereditary countries of Gohud, and the undermentioned Districts, to be possessed by him, his heirs, and successors, free from all deductions, under the guarantee of the Honorable Company.

Gwalior Khas.
Amree and others, 5 Mahals.
Antree.
Chummuk.
Powan.
Salbye and Chunour.
Ulluhpore.
Summonlee.
Puhargur and others, composing Talooka Suhurwaree.
Talooka Jetwur.
Purguna Baide, with its Talookas.
Purguna Phomp.
Attowra.
Bahadurpoor.
Balluitlee.
Kurwas.
Huvellee Gohud.
Behut.
Talooka Sookalharree.
„ Amaun.
Inderkee.
Bhandere.
Nhoda.
Lahar and others, forming Zilla Katch Wakar.
Lahar.
Rampoom.
Kuksees.
Kuthoonuda.
Baksa.
Gopalpoom.

Talooka Oomree.
„ Ballawa.
„ Jugnee.
Seroy Chooiah.
Doondree.
Ahnoun.
Noorabad.
Goojirra.
Kuttoulee.
Lawan Kalan.
Purguna Moh.
„ Ratwa.
Talooka Deogur.

ARTICLE III.

Three battalions of the Honorable Company's Sepoys shall be permanently stationed with Maha Raj Rana for the protection of his country, the expenses of which shall be regularly paid by Maha Raj Rana to the Honorable Company, every month, at the monthly rate of of twenty-five thousand Lucknow Sicca rupees, or rupees of the same standard value, for each battalion, amounting to the monthly sum of seventy-five thousand rupees, or nine lacs of rupees annually. In the event of a failure on the part of the Maha Raj Rana, in the regular monthly payment of the expenses of the battalions, the Honorable Company's Government retains to itself the right of appointing a person to superintend the collection of the above amount from the country.

ARTICLE IV.

Maha Raj Rana agrees, that the possession of the Fortress and City of Gwalior shall be permanently vested in the Honorable Company's Government; and that it shall be at the option of the Government to station the Honorable Company's troops in whichever of the other Forts or places of strength in the Rana's country, and at whatever time, the Government may deem expedient, with the exception of Gohud; and to level such Forts and places of strength in the Rana's country, with the exception of Gohud, as to the Government may appear advisable.

ARTICLE V.

The Honorable Company shall not demand any tribute from the country delivered over to Maha Raj Rana Keerut Sing.

ARTICLE. VI.

In the event of any enemy of the Honorable Company evincing a disposition to attack the countries lately taken possession of by the Honorable Company in Hindoostan, Maha Raj Rana agrees to send the whole of his forces to their assistance, and to exert himself to the utmost of his power to repel the enemy, and to omit no opportunity of proving his friendship and attachment.

ARTICLE VII.

As by the second Article of the present Treaty, the Honorable Company becomes guarantee to Maha Raj Rana for the security of his country against

external enemies, Maha Raj Rana hereby agrees, that if any misunderstanding should arise between him and the Sirkar of any other Chieftain, Maha Raj Rana will, in the first instance, submit the cause of dispute to the Company's Government, that the Government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Raj Rana may employ the Honorable Company's troops, stationed for the protection of his country, against the opposite party.

ARTICLE VIII.

Although Maha Raj Rana retains the exclusive command of his own army, yet he hereby agrees to act, during the period of a war, in conformity to the advice and counsel of the Commander of the Company's troops.

ARTICLE IX.

Maha Raj Rana shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other persons from amongst the inhabitants of Europe, without the consent of the British Government.

The above Treaty, comprised in nine Articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General Gerard Lake, at Beana, on the 17th day of January 1804 of the Christian Era (corresponding with the 3rd of Shuval 1218, Hijree, and with the 20th of Magh 1816, Sumvut), and under the seal and signature of Maha Raj Suvaee Rana Keerut Sing Lukindar Bahadoor, at Gwalior, on the 29th day of January 1804 of the Christian Era (corresponding with the 15th of Shuval 1218, Hijree, and with the 3rd Phalgoon 1860, Sumvut). When a Treaty, containing the above nine Articles, shall be delivered to Maha Raj Suvaee Rana Keerut Sing Lukindar Bahadoor, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

Ratified 7th March 1804.

Treaty with the Rana of Gohud, dated the 10th January 1806.

Treaty between the Honorable the English East India Company and Maha Raja Suvaee Rana Keerut Sing Lukindar Bahadoor, providing for the relinquishment to the Honorable Company of the country and Fort of Gohud and

others, on the part of Rana Keerut Sing, and for the investiture, on the part of the Honorable Company, of Rana Keerut Sing in the sovereignty of the Districts of Dholepoor, Baree, and Rajehkeera, concluded by Mr. GRÆME MERCER, in virtue of authority vested in him for that purpose by the Honorable Sir George Hilaro Barlow, Baronet, Governor General of all the British Possessions in the East Indies, on the part of the Honorable Company, and by MAHA RAJA SUVAEE RANA KEERUT SING LUKINDAR BAHADOOR, for himself, his heirs and successors.

ARTICLE I.

Whereas a Treaty of amity and alliance was concluded on the 29th day of January 1804 (corresponding with the 15th day of Shuval 1218, Hijree, and with the 3rd Phalgoon 1860, Sumvut), between the Honorable the English East India Company and Maha Raja Keerut Sing, providing for mutual advantages to be derived by the contracting parties; and whereas, from the inability of Maha Raja Rana to settle the country of Gohud and others, and to fulfil the engagements therein entered into with the Honorable Company, for the payment of the subsidiary force of the Honorable Company's troops, the advantages proposed for both the contracting parties have entirely failed, the Honorable the English East India Company and Maha Raja Keerut Sing hereby agree, that the Treaty above mentioned shall be considered as null and void.

ARTICLE II.

Maha Raja Rana hereby agrees to relinquish the possession of the country and Fort of Gohud, and of the other Districts guaranteed to him by the former Treaty, to the Officers of the British Government, to be disposed of as may appear expedient to the Honorable Company.

ARTICLE III.

The Honorable Company, from the consideration that the failure in the stipulations of the former Treaty, on the part of Maha Raja Rana, has arisen from inability and want of means, is inclined to grant to Maha Raja Rana an adequate provision, and hereby agrees that the Districts of Dholepoor, Baree, and Rajehkeerah, agreeably to a separate Schedule, containing a detailed statement of the villages which compose these Districts, shall be delivered over to Maha Raja Rana, in sovereignty, to him, his heirs and successors. Maha Raja Rana, on his part, agrees that he will not enter into any disputes with the possessors of the neighbouring Districts, respecting the ancient boundaries of these Purgunas, of which the extent shall remain the same as before the Rana took possession of them.

ARTICLE IV.

As, by the third Article of the present Treaty, the Districts of Dholepoor, Baree, and Rajehkeera, have, in conformity to the request of Maha Raja Rana,

been granted to him in sovereignty, and will remain exempt from all orders of the Adawlut, or other demands of the Honorable Company, Maha Raja Rana hereby agrees to take upon himself the responsibility of adjusting all disputes which may arise, either external or internal, and no responsibility for assistance or protection remains with the Honorable Company.

The above Treaty, comprised in four Articles, framed in conformity to the Articles agreed upon by the contracting parties, at Gwalior, on the 19th December 1805 (corresponding with the 28th of Rumzan 1220, Hijree, and with the 14th of Poush 1862, Sumvut), has been duly concluded, under the seals and signatures of Mr. Græme Mercer, and of Maha Raja Rana Keerut Sing, in the vicinity of Agra, on the 10th day of January 1806 (corresponding with 19th of Shuval 1220, Hijree, and with the 6th of Magh 1862, Sumvut); and delivered to the parties respectively.

When a Treaty, containing the above four Articles, shall be delivered to Maha Raja Rana Keerut Sing, under the seal and signature of the Honorable the Governor General in Council, the present Treaty, under the seal and signature of Mr. Græme Mercer, shall be returned.

This Treaty was ratified by the Honorable the Governor General in Council the 8th March 1806.

(Signed) G. H. BARLOW,
„ G. UDNY,
„ J. LUMSDEN.

A Detail of the Villages attached to the Purgunas of Dholepoor, Baree, and Rajekeera, as delivered over in sovereignty to Maha Raja Rana Keerut Sing.

PURGUNA DHOLEPOOR.

Dholepoor, two villages.
Akburpoor.
Mohabutnuggur.
Oodeipoor.
Heidulpoor, two villages.
Oodhanpoor.
Atrawlee.
Hindrawlee.
Ooreila.
Allahpoora.
Bugpoora.
Bugchowlee.

Beelpoor Lodha.
Maleepoora.
Shukhopoora Serae Mulik, two villages.
Dheemoree, two villages.
Ajaura, two villages.
Raceina.
Loorajpoora.
Selimpoor.
Surkun Kheira, two villages.
Seeranee Shahpoor, two villages.
Sooltanpoor.
Sumoula Samolee, two villages.
Sameeyoor.
Sunkhaoulee.
Bahadurpoor.
Beisanah.
Bhojepoor.
Busee Sawunta.
Bussee Laloo, three villages.
Barounda, five villages.
Bhagurtpoora.
Bishnouda, three villages.
Bhawunteepoora.
Bussee Bheilgowa.
Bheilgawa.
Tukawlee, two villages.
Poorrinee Selimpoor, two villages.
Putchgawah, five villages.
Putrora Buzoorg.
Putrora Khoord.
Jahkee.
Jugreapoora.
Jehanpoor Titka, two villages.
Jerowlee.
Cheekora Buzoorg.
Cheekora Khoord.
Chandpoor.
Suhujpoor Jorpoor, two villages.
Shekhapoor Goojer.
Sundapoor, two villages.
Sandah Secunderpoor, three villages.
Sadikpoor.
Toor Daneal, two villages.
Amberpoor Damanpoor.
Ferozepoor, three villages.
Firakhpoor.
Cazeepoora.
Cassimpoor, two villages.
Khera.
Currukpoor.
Gurree Shadeera, two villages.
Lalipoor.
Mirzapoor.
Mullickpoor, two villages.
Mirzapoor Goojir.
Maraina.
Mahomedpoor Barrah, five villages.
Murha Baloo, two villages.
Mullooapoora.
Nirpoora.
Takirpoor.
Doongurpoor, two villages.
Doweira.
Dhoulie Dowltabad, two villages.
Kheilee Kurga.
Jageepoora.
Daun, Ferashpoora.
Gondpoor.
Tickeitpoor, two villages.
Burkhera Coomree, three villages.
Moraisee.
Andwa.
Khorea Kera.
Bukspoora.
Jeelpoora.
Khomra.
Mahamudpoor.
Mundy.
Nusseerpoora.
Nughladanee.
Neeagong.
Hurnoda.
Poorainee Kurka.
Bhamraowlee, three villages.
Thekra.
Sahunpoor.
Kheind.

Bussee Neeb.
Bitcheea Buzoorg, two villages.
Sundea Kera.
Koopoor.
Neibee.
Goorbapoora.
Morowlee.
Nugla Morowlee.

Total villages, 154.

District of Kolaree.

Kolaree, two villages.
Ajeepoor.
Omrara, three villages.
Bhudiana.
Shaesteh Nuggur.
Kurreempoor Busateepoor, two villages.
Kanasul.
Kurrukpoor.
Buradhunoo, two villages.
Bhurawutee.
Pureewa, two villages.
Peperhera.
Putheena.
Phoolpoor.
Thuree.
Pekuree.
Jugreeapoora.
Choorakhera.
Chitoura.
Sukwareh Rawutpoora, two villages.
Sursa Durrumpoor Kullianpoor, three villages.
Komperee.
Koolpooa.
Kaimara.
Malonnee, four villages.
Nudhera Buzoorg.
Mandpoor.
Moosulpoor.
Mulkanpoor.
Nugla Kurukpoor.
Naickpoor.
Nudhera Khoord, two villages.
Nowrungabad.
Burkhera.
Nugla Tickoulee.
Gurree Charaila, two villages.

Total villages, 50

District of Moneah.

Larumpoora.
Mooneah Larumpoora, three villages.
Burragong.
Burawut.
Buzeehowlee.
Beraimoree, two villages.
Beperpoor.
Bibulpoor.
Dundowlee.
Lurroopoora.
Narowlee.
Sunjrowlee.
Berai Sukerwar.
Bodhpoor.
Bechowla, three villages.
Bhanpoor.
Boondea.
Phoolpoor.
Pultee.
Tandah
Jelalpoor.
Jatowlee.
Jerah.
Chuprowlee, two villages.
Dobatee.
Doolara.
Diaree.
Surkowlee.
Shuckutpoor, two villages.
Seahpoor.

Koorsunda, two villages.
Koth.
Kotai.
Keerlee Pursounda, two villages.
Soharee, two villages.
Mangroul.
Mooggurwara.
Marha Buzoorg.
Mahoree, two villages.
Hunnootee Goojer.

Total villages, 50.

A list of desolate Villages attached to Dholepoor, according to the Lists of the Kanoongo, from which no Collections were made in the year 1212, *Fuslee.*

Hewura, jageer of Peerzadas.
Deryapoor, ditto of Asawlut Khan, Affghan.
Bysack, ditto of Mookund Misser.
Gowar, ditto of Balmokind Misser.
Behareepoor, ditto of Byrage.

Total Jageers, 5.

Koornuggur.
Juloopoora.
Goreipoor.
Burpoor Bazdoran.
Burreepoora.
Bechaula.
Doongurpoor.
Selimpoor.
Baree.
Syrone.
Putpooree.
Kotta.
Lutcowlee.
Gorha.
Keirlee.
Sooksanee.
Sookpoora.
Karokheit.
Maupoor Ahungaran.
Rajai Khoord.
Rajai Buzoorg.
Cuderna.
Banoulee Mahamudpoor.
Bussee Dang.
Bussee Khomb.
Mahomedpoor.
Kotta.
Rodeira.
Bussee Jalier.
Kooa Khera.
Bussee Ghose.
Manpoor Sheshehgarom.
Batee.
Goordha.
Toorkija.
Chachoogur.

Total villages, 36.

Grand Total, villages in Purguna Dholepoor, 290.

PURGUNA BAREE.

Baree Khass, four villages.
Ekta.
Deenpoor.
Sultanpoor.
Dhanwarree, two villages.
Bheware.
Kheittee.
Ruttunpoor, three villages.
Adimpoor.
Hymutpoor.
Domsee Shehkarpoor, two villages.
Budreila.

Bhureilee.
Koombree.
Bijowlee, three villages.
Beeja Budespoor Daroun.
Toantree.
Peproun, four villages.
Poora Madaree.
Nuckeepoor.
Cunchunpoor, four villages.
Maharajpoor, two villages.
Soneipoor.
Goronda.
Khanpoor Goojer.
Khanpoor Mahomedpoor.
Meer, two villages.
Despoora.
Dhoreir, four villages.
Dhoorwas.
Nugla Gulowlee.
Nugla Badoura, two villages.
Mowa Khera, two villages.
Rampoor.
Sohan.
Selimpoor, six villages.
Dowlut Serai.
Tamoulee.
Hausahi, two villages.
Kankrey.
Jumhora.
Berhar Bumunpoor, two villages.
Kurreeyma.
Nucksooud.
Mamodhun, two villages.
Gohamane.
Allapoor Nizampoor, two villages.
Sunkouree.
Dadoor.
Allyghur.
Puglee.
Jemalpoor.
Hoossainpoor, two villages.
Danowra.
Razapoor.
Omree.
Kohela.
Morai.
Ruperspoor.
Suleemabad.
Sonoura, four villages.
Kasoutti Khera.
Kheirlee.
Cooncootta.
Gotakhar.
Nundrowlee, two villages.
Nidhara.
Nanoulee Sookha.
Nanoulee Nunda.
Noorha.
Nuneira Purthee Sing.
Sewursappose, three villages.
Kakowlee, three villages.
Suckroda Khera, three villages.
Cookra Makhra, two villages.
Neeb Khera.
Bussee Moollee.
Seemroullee.
Sangowree.
Munsoora, two villages.
Augahi, three villages.
Doongrindee.
Laloutree.
Poee.
Pooryzindeh.
Bunsree, two villages.
Turwa.
Sahindee, six villages.
Surautee, three villages.
Dhounspore, two villages.
Ghounree.
Cassimpoor Kussooah, two villages.
Sagur.
Rehal.
Aulatee, two villages.
Tralookeh Sermuttra, 19 villages.
Billoneh, two villages.
Rejoriunee, two villages.
Purbainee.
Ulltursooma.

Total villages, 176.

District of Busaree.

Busaree Khas Turf.
Bhoosa, seven villages.
Naneeree Chundoo.
Palee.
Moharee.
Hudun.
Bhagtul.
Moonduk.
Pattra.
Rampoor.
Samoulee.
Berai Barout.
Kundavera.
Jaruk.
Mei.
Bharlee, two villages.
Kusoha.
Hungota, two villages.

Total villages, 25.

District of Jupowlee.

Jupowlee Khas, six villages.
Afzulpoor.
Arwa.
Bilownee.
Lalounee.
Luckeepoora.
Mihrolee.
Marawlee.
Redawolee.
Juggowda Ghurree.
Jaihanpoor Weiran.
Pootubpoor.
Moobarickpoor.
Nugla Dholekha.

Total villages, 19.

District of Pepperhutt.

Pepperhutt Khas, two villages.
Rankhutt.
Goorgaha.
Bhur Koojra.
Noorpoor.
Bhuround.
Nandunpoor.
Bhuroun.
Peper Khodamir.

Total villages, 10.

District of Seypow.

Seypow Khas, four villages.
Nounera Rawut.
Tusgoon.
Peprawa, five villages.
Nugla Jugta.
Aree.
Coolwa.
Hajeypoor.
Sunra.
Rujoora Kulan.
Rujoora Khoord, three villages.

Total villages, 20.

District of Bussee.

Bussee Khas, four villages.
Buderka.
Jarowlee.
Deonaree.
Rajpoor.
Sungora.
Malounee.
Jumalpoor.
Suykunna Khoreeda, three villages.
Catree, three villages.
Golee.

Total villages, 18.

District of Suckra.

Suckra Turf Nahar.
Rawut, ten villages.
Doojunpoora.
Arouda Puttee Turf Chobda.
Suckra Turf Surbjeeth.
Suckra Turf Sookjeeta.

Total villages, 14.

A list of desolate Villages attached to the Purguna of Baree, according to the Lists of the Kanoongo, from which no Collections were made in the year 1212, *Fuslee.*

Junpoora.
Mirzapoor.
Ooliassa.
Sumerdha.
Zumboora Buzoorg.
Aitimadpoor.
Bisouda.
Jeroree.
Fureedpoor.
Mehmapoor.
Goonjpoora.
Goonjraunda.
Hassai.
Bunwa.
Joojowlee.
Cassai.
Numah Saleh.
Sumhola.
Bozeedpoor.

Total villages, 19.

Grand Total, villages in Purguna Baree, 301.

PURGUNA RAJA KERAH.

Kusbeh Turf Joora, two villages, seven biswas.
Kusbeh Turf Mudwar, thirteen biswas.
Joonawud Suckroda, two villages.
Deogur, two villages.
Baburpoor.
Sunkowlee Kulan.
Nareila, three villages.
Bagwonpoor.
Judapoor, Jarra, three villages, five biswas.
Jeetpoor.
Coudla.
Hutwaree, two villages, ten biswas.
Neemdanda.
Garoopoora.
Doongurpoor.
Bajinah Waghyreh, eleven villages, fifteen biswas.
Guneidee.
Bussee Turf Kublall, one village, ten biswas.
Zameen Bahadurpoor,
Bussee Narain and Ajibe Sing, two villages, ten biswas.
Buchpooree.
Pulwa.
Bursla.
Deyra.
Paharee.
Poorae Dummee.
Maroulee, two villages, ten biswas.
Nagur.
Daggee.
Bidar.
Carrealpoor.
Backpowla Matowlee, two villages.
Khanpoor.

Shekhpoor. Gurrateh.
Soonmullee. Ghurree Jafeh, two villages.
Kareeapoor Radhai, two villages.
Grand Total, villages in Purguna Raja Kerah, 64.

The Rana's Seal.

HOLKAR.

Treaty with JESWUNT RAO HOLKAR, *dated the 24th December* 1805, *with the Declaratory Article annexed, dated 2nd February* 1806.

Treaty of peace and amity between the British Government and JESWUNT RAO HOLKAR.

Whereas disagreement has arisen between the British Government and Jeswunt Rao Holkar, and it is now the desire of both parties to restore mutual harmony and concord, the following Articles of Agreement are therefore concluded between Lieutenant Colonel JOHN MALCOLM, on the part of the Honorable Company, and SHAIKH HUBEEB OOLLA, and BALA RAM SET, on the part of Jeswunt Rao Holkar; the said Lieutenant Colonel John Malcolm having special authority for that purpose from the Right Honorable Lord Lake, Commander in Chief, &c. &c., His Lordship aforesaid being invested with full powers and authority from the Honorable Sir George Hilaro Barlow, Governor General, &c. &c., and the said Shaikh Hubeeb Oolla, and Bala Ram Set, also duly invested with full powers on the part of Jeswunt Rao Holkar.

ARTICLE I.

The British Government engages to abstain from the prosecution of hostilities against Jeswunt Rao Holkar, and to consider him henceforward as the friend of the Honorable Company; Jeswunt Rao Holkar agreeing, on his part, to abstain from all measures and proceedings of a hostile nature against the British Government and its allies, and from all measures and proceedings in any manner directed to the injury of the British Government or its allies.

ARTICLE II.

Jeswunt Rao Holkar hereby renounces all right and title to the Districts of Tonk Rampoora, Boondee, Lakherie, Sameydee, Bhamungaum, Dasee, and other places north of the Boondee hills, and now in the occupation of the British Government.

ARTICLE III.

The Honorable Company hereby engage to have no concern with the ancient possessions of the Holkar family in Mewar, Malwa, and Harowtee, or with any of the Rajas situated to the South of the Chumbul; and the Honorable Company agree to deliver over immediately to Jeswunt Rao Holkar such of the ancient possessions of the Holkar family in the Deccan, now in the occupation of the Honorable Company, as are situated South of the river Taptee, with the exception of the Fort and Purguna of Chanderee, the Purgunas of Ambur and Sengham, and the Villages and Purgunas situated to the Southward of the river Godavuree, which will remain in possession of the Honorable Company. The Honorable Company, however, in consideration of the respectability of the Holkar family, further engage that in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy that State of his amicable and peaceable intentions towards the British Government and its Allies, it will, at the expiration of eighteen months from the date of this Treaty, restore to the family of Holkar the fort of Chanderee and its District, the Purgunas of Ambur and Sengham, and the Districts formerly belonging to the Holkar family, situated to the South of the Godavuree.

ARTICLE IV.

Jeswunt Rao Holkar hereby renounces all claims to the District of Koonch, in the Province of Bundelkhund, and all claims of every description in that Province; but, in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy the British Government of his amicable intentions towards that State and its Allies, the Honorable Company agree, at the expiration of two years from the date of this Treaty, to give the District of Koonch in Jageer to Bheema Baee, the daughter of Jeswunt Rao Holkar, to be holden under the Company's Government on the same terms as that now enjoyed by Bala Baee.

ARTICLE V.

Jeswunt Rao Holkar hereby renounces all claims of every description upon the British Government and its Allies.

ARTICLE VI.

Jeswunt Rao Holkar hereby engages never to entertain in his service Europeans of any description, whether British subjects, or others, without the consent of the British Government.

ARTICLE VII.

Jeswunt Rao Holkar hereby engages not to admit into his councils or service Surjé Rao Ghatgay, as that individual has been proclaimed an enemy to the British Government.

ARTICLE VIII.

Upon the foregoing conditions, Jeswunt Rao Holkar shall be permitted to return to Hindostan without being molested by the British Government, and the British Government will not interfere, in any manner, in the concerns of Jeswunt Rao Holkar. It is, however, stipulated, that Jeswunt Rao Holkar shall, immediately upon this Treaty being signed and ratified, proceed towards Hindostan by a route which leaves the towns of Pateala, Khytul, Jheend, and the countries of the Honorable Company and the Raja of Jeypoor, on the left; and Jeswunt Rao Holkar engages, on his route, to make his troops abstain from plunder, and that they shall commit no act of hostility in any of the countries through which they may pass.

ARTICLE IX.

This Treaty, consisting of IX. Articles, being this day settled by Lieutenant Colonel John Malcolm, on the part of the Honorable Company, and by Shaikh Hubeeb Oolla and Bala Ram Set, on the part of Jeswunt Rao Holkar, Lieutenant Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, and confirmed by the seal and signature of the Right Honorable Lord Lake, to the said Shaik Hubeeb Oolla and Bala Ram Set, who, on their part, have delivered to Lieutenant Colonel John Malcolm a counterpart of the same, signed and sealed by themselves; and engage to deliver another copy thereof, duly ratified by Jeswunt Rao Holkar, to the Right Honorable Lord Lake, in the space of three days; the said Lieut. Colonel John Malcolm also engaging to deliver to them a counterpart of the same, duly ratified by the Honorable the Governor General in Council, within the space of one month from this date.

Done in Camp, at Kaipoor Ghaut, on the banks of the Beah river, this 24th day of December, A. D. 1805 *(corresponding with the 2nd of Shuval, in the year of the Hijree* 1220).

(Signed) JOHN MALCOLM.
„ SHAIKH HUBEEB OOLLA.
„ BALA RAM SET.

Declaratory Article annexed to the Treaty of Peace and Amity, concluded on the 24th December 1805, *between the British Government and Maharaja Jeswunt Rao Holkar, through the Agency of the Right Hon'ble Lord Lake.*

Whereas, by the second Article of the above-mentioned Treaty, Maharaja Jeswunt Rao Holkar renounces all right and title to the Districts of Tonk

Rampoora, Boondee, Lakherie, Sameydee, Bhamungaum, Dasee, and other places North of the Boondee Hills, and now in the occupation of the British Government: and whereas it has been understood that the Maharaja attaches great value to the District of Tonk Rampoora, and other Districts in that vicinity, which constituted the ancient possessions of the Holkar family, and the relations of amity and peace being now happily restored between the British Government and Maharaja Jeswunt Rao Holkar, the British Government is desirous of gratifying the wishes of the Maharaja to the utmost practicable extent, consistent with considerations of equity, and of manifesting its solicitude to cultivate the friendship and good will of the Maharaja; therefore the British Government hereby agrees to consider the provisions of the second Article of the Treaty aforesaid to be void and of no effect, and to relinquish all claim to the District of Tonk Rampoora, and such other Districts in their vicinity as were formerly in the possession of the Holkar family, and are now in the occupation of the British Government.

Done on the River Ganges, the 2nd day of February 1806.

(Signed) G. H. BARLOW.

Treaty with Mulhar Rao Holkar, dated the 6th January 1818.

Treaty of Peace between the Honorable the East India Company and His Highness Maharaja Mulhar Rao Holkar, his heirs and successors, settled by Brigadier General Sir JOHN MALCOLM, *K. C. B. and K. L. S., Political Agent for the Most Noble the Governor General, on the part of the Honorable East India Company, and* TATIA JOG, *on the part of His Highness Mulhar Rao Holkar; the said Brigadier General Sir John Malcolm acting under authority from his Excellency Lieutenant General Sir Thomas Hislop, Baronet, Commander in Chief of the Army of Fort St. George, and of the Army in the Deccan, himself invested with full powers and authority from the Most Noble Francis, Marquis of Hastings, K. G., one of his Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable Company to direct and control all their affairs in the East Indies, and the said Tatia Jog duly invested with full powers on the part of His Highness Mulhar Rao Holkar.*

ARTICLE I.

Peace being established with the Maharaja Mulhar Rao Holkar, the Company's Government agree, that it will not permit any State or any freebooter to be unpunished, that shall commit any outrage or hostility against the territories of the Maharaja Mulhar Rao Holkar; the Maharaja agreeing, on such occasions, to lend his utmost assistance, by the employment of his troops, or in such other

manner as may be requisite ; and the British Government will, at all times, extend the same protection to the territories of Maharaja Mulhar Rao Holkar as to its own.

ARTICLE II.

Maharaja Mulhar Rao Holkar agrees to confirm the Engagement which has been made by the British Government with the Nuwab Ameer Khan, and to renounce all claims whatever to the territories guaranteed in the said Engagement by the British Government to the Nuwab Ameer Khan and his heirs.

ARTICLE III.

The Purgunas of Patchpaar, Dag, Gungrar, and Aoor, and others rented by Raja Zalim Sing, of Koto, to be ceded, in perpetuity, to that Chief by the Maharaja Mulhar Rao Holkar, who renounces all claims whatever on these Purgunas.

ARTICLE IV.

Maharaja Mulhar Rao Holkar agrees to cede to the British Government all claims of tribute and revenues of every description, which he has, or may have had upon the Rajpoot Princes, such as the Rajas of Oodepoor, Jeypore, Jodhpoor, Kota, Boondee, Kerowlee, &c.

ARTICLE V.

Mulhar Rao Holkar renounces all right and title to any territories, such as Rampoora, Busunt, Rajepoora, Bellea, Neemseraee, Judegur, Boondee, Lakherie, Sameydee, Bhamungaum, Dasee, and other places within, or North of, the Boondee Hills.

ARTICLE VI.

Maharaja Mulhar Rao Holkar cedes to the British Government all his territories and claims of every description whatever, within and South of the Satpoora range of hills, including the fort of Sindeva, with a glacis of two thousand yards, also all his possessions in the province of Khandesh, and those Districts, such as Ambur, Ellora, and others, intermixed with the territories of the Nizam and the Peshwa.

ARTICLE VII.

In consideration of the cessions made by this Treaty, the British Government binds itself to support a field force, to maintain the internal tranquillity of the territories of Mulhar Rao Holkar, and to defend them from foreign enemies. This force shall be of such strength as shall be judged adequate to the object. It shall be stationed where the British Government determines to be best ; and the Maharaja Mulhar Rao Holkar agrees to grant some place of security as a depôt for its stores.

ARTICLE VIII.

The Maharaja grants full permission for the purchase of supplies of every description, for any British force acting in the defence of his territories; grain, and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of such force, shall be exempted from duties.

ARTICLE IX.

Maharaja Mulhar Rao Holkar engages never to commit any act of hostility or aggression against any of the Honorable Company's allies or dependents, or against any other Power or State whatever. In the event of differences arising, whatever adjustment the Company's Government, "Weighing matters in the Scale of Truth and Justice," may determine, shall have the Maharaja's entire acquiescence. The Maharaja agrees not to send or receive Vukeels from any other State, or to have communication with any other State, except with the knowledge and consent of the British Resident.

ARTICLE X.

The British Government hereby declares that it has no manner of concern with any of the Maharaja's children, relations, dependents, subjects, or servants, with respect to whom the Maharaja is absolute.

ARTICLE XI.

Maharaja Mulhar Rao Holkar agrees to discharge his superfluous troops, and not to keep a larger force than his revenues will afford. He, however, agrees to retain in service, ready to co-operate with the British troops, a body of not less than three thousand horse, for whose regular payment a suitable arrangement must be made.

ARTICLE XII.

The Maharaja engages (and the British Government guarantees the engagement) to grant to Nuwab Guffoor Khan his present Jaédad of the Districts of Sunjeet, Malhargur, Tal, Mundawul, Jaora, Buroade, the tribute of Peeplawdah, with the Sayer of the whole. These Districts shall descend to his heirs, on the condition that the said Nuwab and his heirs shall maintain, independent of the Sebundy for his Purgunas and his personal attendants, in constant readiness for service, a body of six hundred select horse; and further, that this quota of troops shall be hereafter increased, in proportion to the increasing revenue of the Districts granted him.

ARTICLE XIII.

Mulhar Rao Holkar engages never to entertain in his service Europeans or

Americans of any description, without the knowledge and consent of the British Government.

ARTICLE XIV.

In order to maintain and improve the relations of amity and peace hereby established, it is agreed that an accredited Minister from the British Government shall reside with the Maharaja Mulhar Rao Holkar, and that the latter shall be at liberty to send a Vukeel to the Most Noble the Governor General.

ARTICLE XV.

All the cessions made by this Treaty to the British Government or its allies, shall take effect from the date of this Treaty, and the Maharaja relinquishes all claims to arrears from these cessions. The possessions lately conquered by the British Government shall be restored to the Maharaja. The Purwanas for the mutual delivery of these cessions shall be issued without delay, and the forts ceded shall be given up with their military stores, and in all respects in their present condition.

ARTICLE XVI.

The English Government engages that it will never permit the Peshwa (Shree Munt), nor any of his heirs and descendants, to claim or exercise any Sovereign rights or power whatever over the Maharaja Mulhar Rao Holkar, his heirs and descendants.

ARTICLE XVII.

This Treaty, consisting of XVII. Articles, has been this day settled by Brigadier General Sir John Malcolm, acting under the authority of His Excellency Lieutenant General Sir Thomas Hislop, Baronet, on the part of the Honorable Company, and by Tatia Jog, on the part of Mulhar Rao Holkar. Sir John Malcolm has delivered one copy thereof, in English and Persian, signed and sealed by himself, to the said Tatia Jog, to be forwarded to Maharaja Mulhar Rao Holkar, and has received from the said Tatia Jog a counterpart of the said Treaty, signed and sealed by him. Sir John Malcolm engages that a copy of the said Treaty, ratified by the Most Noble the Governor General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Tatia Jog, to be forwarded to the Maharaja within the period of one month; and on the delivery of such copy to the Maharaja, the Treaty executed by Sir John Malcolm, under the immediate direction of His Excellency Sir Thomas Hislop, Baronet, shall be returned; and Tatia Jog in like manner engages that another copy of the said Treaty, ratified by the Maharaja Mulhar Rao Holkar, in every respect the counterpart of the Treaty now executed by himself, shall be delivered to Sir John Malcolm, to

be forwarded to the Most Noble the Governor General, within the space of two days from this date; and on the delivery of such copy to the Most Noble the Governor General, the Treaty executed by Tatia Jog, by virtue of the full powers and authority vested in him as above mentioned, shall also be returned.

Done at Mundissoor, this 6th day of January, A. D. 1818 *(or the 29th day of Sufur, in the year of the Hijree* 1233).

(Signed) JOHN MALCOLM,
Br. Genl. P. A. G. Gl.

Seal.

L. S.

(Signed) VITHUL PUNT TATIA JOG.

Governor General's Seal.

(Signed) HASTINGS.

Ratified by His Excellency the Governor General, in Camp at Oochar, this 16th day of January 1818.

(Signed) J. ADAM,
Secretary to the Governor General.

JAFFERABAD.

Articles of Agreement between the Honorable CHARLES CROMMELIN, *President and Governor in Council of Bombay, on the part of the Hon'ble English East India Company, and* SEEDEE HILOL, *on the part of himself and the Inhabitants of Jafferabad, dated the 3rd January* 1761.

Seedee Hilol professes himself a servant of Seedee Yakoot Khan, of Junjeera, and faithfully promises obedience to all lawful orders of the said Yakoot Khan and his successors.

Seedee Hilol having received many favors from the Honorable English Company, and being promoted to the Fouzdaree of Jafferabad by their interest and intercession with his master, Seedee Yakoot Khan, to testify his gratitude to them, and to promote the welfare of the inhabitants of Jafferabad, has entered into the following Articles, as the foundation of a firm and lasting peace, viz.,

ARTICLE I.

That a strict friendship is now entered into between the English, in all parts of India, and the inhabitants of Jafferabad, *alias* Moozufferabad.

ARTICLE II.

That no Boats or Vessels with English Passes and Colors shall be molested on the high seas or elsewhere, by those of Jafferabad, and any Jafferabad trading boats, with Seedee Hilol's Pass and Colors, be treated as friends by the English.

ARTICLE III.

All Boats and Vessels of both parties, being in distress, and going into the ports of one or other, shall have all possible assistance afforded them, and liberty given to go away when they please, as is customary between friends.

ARTICLE IV.

That the merchants of Bombay and Jafferabad have free liberty of trade to those and all other ports under their respective jurisdictions, on paying such duties as are established now, or may hereafter be settled.

ARTICLE V.

That the Honorable Company's cruizers shall not be subject to anchorage or any other fees of that nature, paid by merchant boats.

ARTICLE VI.

The inhabitants of the adjoining country of Jafferabad often making use of the name of Jafferabad merchants, to get the Honorable Company's pass, and afterwards employ their boats in pirating, it is agreed that Seedee Hilol shall give letters to merchants only, and those such as he is well assured are fit to be trusted, and that none but such as produce his letters shall have the Honorable Company's pass granted them.

ARTICLE VII.

Seedee Hilol promises not to give his pass to any of the Jafferabad cruising boats, nor to those of Sultanpoor, or any pirates whatever.

ARTICLE VIII.

In case any Jafferabad boats are taken or detected in molesting, seizing, or plundering any vessel with English pass and colors, the Honorable Company may treat such boats and their crews in what manner they please.

ARTICLE IX.

That Seedee Hilol will use his best endeavours to supply Bombay with live cattle, whenever occasion may require, they being paid for on delivery.

ARTICLE X.

As Seedee Hilol is desirous of increasing the trade of Jafferabad, he has requested that the merchants of that place who shall produce his pass may be permitted to trade to Surat with freedom, and enjoy the privileges granted them many years since. It is agreed that the Honorable the President and Council shall recommend to the Chief and Factors at Surat to procure from the Government a full and free permission for their trading thither, and enjoying all their ancient privileges, taking care that they meet with no oppression whatever.

ARTICLE XI.

Seedee Hilol faithfully promises to use his endeavours to bring the Sultanpoor Koolees to Articles of Agreement, not to molest the ports of Broach, Jumboosur, Cambay, Gogo, &c., and in case the said Koolees will not be prevailed upon in this point, Seedee Hilol engages to join with us in an expedition against them, he with his land forces and we with our fleet.

ARTICLE XII.

The city of Surat and the town of Bhownuggur being under the protection of Surat Castle, now in possession of the Honorable Company by virtue of the King's royal Firman, the merchants and inhabitants of both places are comprehended in this Treaty; therefore should they be treated with violence in their trade or persons by the Jafferabad boats or forces, the Honorable Company will resent it.

ARTICLE XIII.

In case any vessels or boats shall be wrecked on the coast of Jafferabad, or anywhere within its jurisdiction, belonging to the English, Seedee Hilol faithfully promises that all assistance shall be given suitable to the occasion, and should the vessels, their cargoes, sails, stores, &c., afterwards be saved, every article shall be restored to the owners, without his detaining or keeping the least part thereof, under any pretence whatever; and the Honorable Company engage to do the same by any trading vessels or boats belonging to Jafferabad which may have Seedee Hilol's pass and colors, and meet with the like misfortune, in any port or place of their jurisdiction.

In confirmation of the foregoing Articles, the Seals of the Honorable Company and Seedee Hilol are affixed to two papers of the same tenor and date,

one to remain with the Honorable the President and Council of Bombay, and the other with Seedee Hilol.

Done at Bombay, 3rd January 1761 *(or the 25th of Jumadee-ool-avul* 1174*).*

(Signed) CHARLES CROMMELIN. (Hon'ble Company's Seal.)

(Signed) SEEDEE HILOL. (L. S.)

Addressed to JAMES ERSKINE, *Esq., Political Agent in Katteewar, from the Seedee of Jafferabad, dated 7th January* 1838.

After compliments.

The cause of writing to you is this : A certain *Bhatianee* having arrived from Bombay, and committed Suttee at Pragraee, and the Sirkar having issued orders preventive of such a practice, a Mohsul is upon me in order to make me answerable; and the particulars of this subject (the Suttee) having been reported to Government, and it having been considered as a first instance of the kind, for which reason I have been pardoned, I give this writing to the effect that from henceforward such measures in the Talooka will be taken so that no person will be allowed to become Suttee in future. But if such should hereafter occur, I am responsible to any extent the Sirkar may pronounce against me.

Signed by the Seedee.

JESSULMERE.

Treaty with the Raja of Jessulmere, dated the 12th December 1818.

Treaty between the Honorable English East India Company and MAHA RAWUL MOOLRAJ BAHADOOR, Raja of Jessulmere, concluded, on the part of the Honorable Company, by Mr. CHARLES THEOPHILUS METCALFE, in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, &c., and on the part of the Maha Rajadheeraj Maha Rawul Moolraj Bahadoor, by MISRU MOTEE RAM and THAKOOR DOWLUT SING, according to full powers conferred by the Maha Rawul.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable English Company and Maha Rawul Moolraj Bahadoor, the Raja of Jessulmere, and his heirs and successors.

ARTICLE II.

The posterity of Maha Rawul Moolraj shall succeed to the Principality of Jessulmere.

ARTICLE III.

In the event of any serious invasion, directed towards the overthrow of the Principality of Jessulmere, or other danger of great magnitude occurring to that Principality, the British Government will exert its power for the protection of the Principality, provided that the cause of the quarrel be not ascribable to the Raja of Jessulmere.

ARTICLE IV.

The Maha Rawul, and his heirs and successors, will always act in subordinate co-operation with the British Government, and with submission to its supremacy.

ARTICLE V.

This Treaty, of V. Articles, having been settled, signed, and sealed, by Mr. Charles Theophilus Metcalfe and Misru Motee Ram, and Thakoor Dowlut Sing, the ratifications of the same, by His Excellency the Most Noble the Governor General, and Maha Rajadheeraj Maha Rawul Moolraj Bahadoor, shall be exchanged in six weeks from the present date.

Done at Delhi, this 12th day of December, A. D. 1818.

(Signed) C. T. METCALFE. L. S.

(Signed) MISRU MOTEE RAM. L. S.

„ THAKOOR DOWLUT SING. L. S.

The Governor General's small Seal.

(Signed) HASTINGS.

Company's Seal.

(Signed) G. DOWDESWELL,
„ J. STUART,
„ C. M. RICKETTS.

Ratified by the Governor General in Council, at Fort William, this second day of January 1819.

(Signed) J. ADAM,
Chief Secy. to the Government.

JEYPOOR.

Treaty with the Raja of Jeypoor, dated the 12th December 1803.

Treaty of Amity and Alliance between the Honorable the English East India Company and MAHA RAJADHEERAJ RAJ RAJENDRU SUWAEE JUGUT SING BAHADOOR, *settled by His Excellency General* GERARD LAKE, *Commander in Chief of the British Forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council of all the British possessions, and Captain General of all the British land forces in the East Indies, in behalf of the Honorable the English East India Company, and by Maha Rajadheeraj Raj Rajendru Suwaee Jugut Sing Bahadoor, in behalf of himself, his Heirs and Successors.*

ARTICLE I.

A firm and permanent friendship and alliance is established between the Honorable the English Company and Maha Rajadheeraj Jugut Sing Bahadoor, and between their heirs and successors.

ARTICLE II.

Whereas friendship has been established between the two States, the friends and enemies of one of the parties shall be considered the friends and enemies of both; and an adherence to this condition shall be constantly observed by both States.

ARTICLE III.

The Honorable Company shall not interfere in the government of the country now possessed by Maha Rajadheeraj, and shall not demand tribute from him.

ARTICLE IV.

In the event of any enemy of the Honorable Company evincing a disposition to invade the country lately taken possession of by the Honorable Company in Hindoostan, Maha Rajadheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself, to the utmost of his power, in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

ARTICLE V.

Whereas, in consequence of the friendship established by the II. Article of the present Treaty, the Honorable Company become guarantees to the Maha

Rajadheeraj for the security of his country against external enemies, Maha Rajadheeraj hereby agrees, that if any misunderstanding should arise between him and any other State, Maha Rajadheeraj will, in the first instance, submit the cause of dispute to the Company's Government, that the Government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Rajadheeraj may demand aid from the Company's Government. In the event above stated, it will be granted; and Maha Rajadheeraj agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other Chieftains of Hindoostan.

ARTICLE VI.

Maha Rajadheeraj hereby agrees, although he is in reality the master of his own army, to act, during the time of war, or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

ARTICLE VII.

The Maha Raja shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's Government.

The above Treaty, comprised in VII. Articles, has been duly concluded and confirmed, by the seal and signature of His Excellency General Gerard Lake, at Surhindee, in the Sooba of Akburabad, on the 12th day of December 1803, of the Christian Era (corresponding with the 26th of Shaban 1218, Hijree, and with the 14th of Poos 1860, Sumvut), and under the seal and signature of Maha Rajadheeraj Raj Rajendru Suwaee Jugut Sing Bahadoor, at ———————— on the 12th day of December 1803, of the Christian Era (corresponding with the 26th of Shaban 1218, Hijree, and with the 14th of Poos 1860, Sumvut). When a Treaty, containing the above VII. Articles, shall be delivered to Maha Rajadheeraj, under the seal and signature of His Excellency the Most Noble the Governor General in Council, the present Treaty, under the seal and signature of his Excellency General Lake, shall be returned.

Company's Seal.

(Signed) WELLESLEY.

This Treaty was ratified by the Governor General in Council, on the 15th January 1804.

(Signed) G. H. BARLOW.
G. UDNY.

Treaty with the Raja of Jeypoor, dated the 2nd April 1818.

Treaty between the Honorable English East India Company and MAHA RAJA SUWAEE JUGUT SING BAHADOOR, *Raja of Jeypoor, concluded by Mr.* CHARLES THEOPHILUS METCALFE, *on the part of the Honorable Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, &c., and by* THAKOOR RAWUL BYREE SAL NATTAWUT, *on the part of Raj Rajendru Shree Maha Rajadheeraj Suwaee Jugut Sing Bahadoor, according to full powers given by the Raja.*

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable Company and Maha Raja Jugut Sing, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE II.

The British Government engages to protect the territory of Jeypoor, and to expel the enemies of that Principality.

ARTICLE III.

Maharaja Suwaee Jugut Sing, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with other Chiefs and States.

ARTICLE IV.

The Maharaja, and his heirs and successors, will not enter into negociation with any Chief or State without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharaja, and his heirs and successors, will not commit aggressions on any one. If it happen that any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

Tribute shall be paid, in perpetuity, by the Principality of Jeypoor to the British Government, through the Treasury of Delhi, according to the following detail :—

First year from the date of this Treaty, in consideration of the devastation which has prevailed for years in the Jeypoor country, tribute excused.

Second year ..... Four lacs of Delhi Rupees.
Third year ..... Five lacs.
Fourth year ..... Six lacs.
Fifth year ..... Seven lacs.
Sixth year ..... Eight lacs.

Afterwards, eight lacs of Delhi Rupees annually, until the revenues of the Principality exceed forty lacs. And when the Raja's revenues exceed forty lacs, five-sixteenths of the excess shall be paid, in addition to the eight lacs above mentioned.

ARTICLE VII.

The Principality of Jeypoor shall furnish troops, according to its means, at the requisition of the British Government.

ARTICLE VIII.

The Maharaja, and his heirs and successors, shall remain absolute rulers of their territory and their dependents, according to long-established usage, and the British civil and criminal jurisdiction shall not be introduced into that Principality.

ARTICLE IX.

Provided that the Maharaja evince a faithful attachment to the British Government, his prosperity and advantage shall be favourably considered and attended to.

ARTICLE X.

This Treaty, of X. Articles, having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Thakoor Rawul Byree Sal Nattawut, the ratifications of the same, by His Excellency the Most Noble the Governor General, and Raj Rajendru Shree Maha Rajadheeraj Suwaee Juggut Sing Bahadoor, shall be mutually exchanged within one month from the present date.

Done at Delhi, this 2nd day of April, A. D. 1818.

(Signed) C. T. METCALFE. L. S.

Small Seal of the Gov. General.

" THAKOOR RAWUL BYREE SAL NATTAWUT. L. S.

(Signed) HASTINGS.

This Treaty was ratified by His Excellency the Governor General, in Camp, near Toolseypoor, on the 15th April 1818.

(Signed) J. ADAM,
Secy. to the Governor General.

JHANSI.

Treaty with Rao Ramchund, Soobadar of Jhansi, dated the 17th November 1817.

Whereas a Treaty of Defensive Alliance was concluded between the British Government and the late Sheo Rao Bhaoo, Soobadar of Jhansi, under date the 6th of February 1804 *(or 10th of Phalgoon Vud* 1860, *Sumvut), when the said Soobadar was in the condition of a Tributary to His Highness the Peshwa, and whereas the whole of the rights of His Highness the Peshwa over the Principality of Jhansi have, since that period, been transferred to the British Government, in virtue of the Treaty concluded between the Government and the Peshwa, under date the 13th June* 1817* *(corresponding with the 14th Ashadh* 1874, *Sumvut), and in consequence of that transfer, the relations established by the former Treaty, between the British Government and Jhansi, have become virtually extinct; and whereas the British Government, in consideration of the very respectable character borne by the late Soobadar, Sheo Rao Bhaoo, and his uniform and faithful attachment to the British Government, and in deference to his wish expressed before his death, that the Principality of Jhansi might be confirmed, in perpetuity, to his grandson, Ramchund Rao, to be conducted during the minority of the said Rao Ramchund Rao by Rao Gopal Rao Bhaoo, Manager nominated by the late Bhaoo, and confirmed by the British Government; on these considerations, and in the confident reliance of the continuation of the same friendly disposition on the part of the Government of Jhansi, and of its strict adherence to the Engagements comprized in this Treaty, the British Government has consented, on certain conditions, to constitute Rao Ramchund the hereditary Chief of the lands actually held by the late Rao Sheo Bhaoo at the commencement of the British Government in Bundelkhund, and now possessed by the Government of Jhansi. The following Articles have, accordingly, been concluded between the British Government and Rao Ramchund Rao, under the direction, and with the concurrence, of his said Manager, Gopal Rao Bhaoo.*

Article I.

The Treaty concluded between the British Government and the late Sheo Rao Bhaoo, under date the 6th February 1804 (or 10th of Phalgoon Vud 1860, Sumvut), is hereby confirmed, excepting such parts as are altered or rescinded by the provisions of this Treaty.

* Vide pages 530 ad 536.

ARTICLE II.

The British Government, with a view to confirm the fidelity and attachment of the Government of Jhansi, consents to acknowledge, and hereby constitutes Rao Ram Chund, his heirs and successors, hereditary rulers of the territory enjoyed by the late Rao Sheo Bhaoo, at the period of the commencement of the British Government, and now in the possession of Rao Ram Chund; excepting the Purguna of Mote, which, being held by the Jhansi Government in mortgage from Raja Bahadoor, will continue on its present footing, until a settlement of the mortgage takes place between the parties. The British Government further engages to protect the aforesaid territory of Rao Ram Chund from the aggression of foreign powers.

ARTICLE III.

The British Government having, by the terms of the foregoing Article, engaged to protect the Principality of Jhansi from the aggressions of foreign powers, it is hereby agreed between the contracting parties, that whenever the Government of Jhansi shall have reason to apprehend a design on the part of any foreign power to invade its territories, whether in consequence of any disputed claim, or any other ground, it shall report the circumstances of the case to the British Government, which will interpose its mediation for the adjustment of such disputed claim: and the Jhansi Government, relying on the justice and equity of the British Government, agrees implicitly to abide by its award. If the apprehended aggression shall be referable to any other cause, the British Government will endeavour, by representations and remonstrances, to avert the design; and if, notwithstanding the Soobadar's acquiescence in the award of the British Government, the other power shall persist in its hostile designs, and the endeavours of the British Government should fail of success, such measures will be adopted for the protection of the Soobadar's territories, as the circumstances of the case may appear to require.

ARTICLE IV.

In consideration of the guarantee and protection afforded by the two foregoing Articles to Rao Ram Chund, the Chief of Jhansi, that Chief hereby binds himself to employ his troops, at his own expense, wherever required to do so, in co-operation with those of the British Government, on all occasions in which the interests of the two Governments may be mutually concerned. On all such occasions, the Jhansi troops shall act under the orders and control of the Commanding Officer of the British troops.

ARTICLE V.

Rao Ram Chund hereby agrees to submit to the arbitration of the British Government all his disputes between other States, and implicitly to abide by its award.

ARTICLE VI.

Rao Ram Chund engages at all times to employ his utmost exertions in defending the roads and passes of his country against any enemies or predatory bodies who may attempt to penetrate through it into the territories of the Honorable Company.

ARTICLE VII.

Whenever the British Government may have occasion to send its troops through the dominions of Rao Ram Chund, or to station a British force within his territories, it shall be competent to the British Government so to detach or station its troops, and Rao Ram Chund shall give his consent accordingly. The Commander of the British troops which may thus eventually pass through or permanently occupy a position within the Jhansi territories, shall not in any manner interfere in the internal concerns of the Jhansi Government. Whatever materials or supplies may be required for the use of the British troops during their continuance in the Jhansi territories, shall be readily furnished by Rao Ram Chund's Officers and subjects, and shall be paid for at the price current of the bazar.

ARTICLE VIII.

Rao Ram Chund hereby binds himself to maintain no correspondence with foreign States, without the privity and consent of the British Government.

ARTICLE IX.

Rao Ram Chund engages to give no asylum to criminals nor to defaulters of the British Government, who may abscond and take refuge within his territories; and should the Officers of the British Government be sent in pursuit of such criminals and defaulters, Rao Ram Chund further engages to afford such officers every assistance in his power in apprehending them.

ARTICLE X.

This Treaty, consisting of ten Articles, having this day been concluded between the British Government and Rao Ram Chund, through the agency of JOHN WAUCHOPE, Esq., in virtue of powers delegated to him by the Most Noble the Governor General, on the one part, and NARAYUN BULWUNT RAO, the Vakeel, on the other, Mr. Wauchope and the said Vakeel have signed and sealed two copies of the Treaty, in English, Persian, and Hindee, one of which, after being ratified by the seal and signature of the Most Noble the Marquis of Hastings, Governor General, will be returned to the said Vakeel, and the said Vakeel having obtained the ratification of the Soobadar to the other copy, engages to deliver it within the same time to Mr. Wauchope.

Signed, sealed, and exchanged at Pipree, on the 17th day of November 1817 *(corresponding with the 24th Kartik* 1874, *Sumvut, and 7th of Mohurrum* 1233, *Hijree).*

(Signed) J. WAUCHOPE,
Superintendent Political Affairs.

Signature of NANA BULWUNT RAO.

MEMORANDUM.—Ratified by His Excellency the Governor General, in Camp at Pipree, on the 18th day of November 1817.

(Signed) G. SWINTON,
Persian Secretary to Government.

JODHPOOR.

Treaty with the Raja of Jodhpoor, dated the 22nd December 1803.

Treaty of amity and alliance between the Honorable the English East India Company and Maha Raja Dheeraj Raj Rajeshwur Maun Sing, Bahadoor, settled by His Excellency General GERARD LAKE, Commander in Chief of the British Forces in India, in virtue of authority vested in him for that purpose by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Captain General and Commander in Chief of all the Land Forces serving in the British Possessions in India, and Governor General in Council at Fort William in Bengal, in behalf of the Honorable the English East India Company, and by MAHA RAJA DHEERAJ RAJ RAJESHWUR MAUN SING BAHADOOR, in behalf of himself, his heirs and successors.

ARTICLE I.

A firm and permanent friendship and alliance is established between the Honorable the English Company and Maha Raja Dheeraj Maun Sing Bahadoor, and between their heirs and successors.

ARTICLE II.

Whereas friendship has been established between the two States, the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

ARTICLE III.

The Honorable Company shall not interfere in the Government of the country now possessed by Maha Raja Dheeraj, and shall not demand tribute from him.

ARTICLE IV.

In the event of any enemy of the Honorable Company evincing a disposition to invade the country lately taken possession of by the Honorable Company in Hindoostan, Maha Raja Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself, to the utmost of his power, in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

ARTICLE V.

Whereas, in consequence of the friendship established by the second Article of the present Treaty, the Honorable Company become guarantee to the Maha Raja Dheeraj for the security of his country against external enemies, Maha Raja Dheeraj hereby agrees, that if any misunderstanding should arise between him and any other State, Maha Raja Dheeraj will, in the first instance, submit the cause of dispute to the Company's Government, that the Government may endeavour to settle it amicably; if, from the obstinacy of the opposite party, no amicable terms can be settled, then Maha Raja Dheeraj may demand aid from the Company's Government. In the event above stated it will be granted, and Maha Raja Dheeraj agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other Chieftains of Hindoostan.

ARTICLE VI.

Maha Raja Dheeraj hereby agrees, although he is in reality the master of his own army, to act, during the time of war or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

ARTICLE VII.

The Maha Raja shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's Government.

The above Treaty, comprised in seven Articles, has been duly concluded and confirmed by the seal and signature of His Excellency General Gerard Lake, at Surhindee, in the Soubah of Akbarabad, on the 22nd day of December 1803, of the Christian Era (corresponding with the 7th of Ramzan, 1218, Hijree, and with the 9th of Poush Shood 1860, Sumvut), and under the seal

and signature of Maha Raja Dheeraj Raj Rajeshwur Maun Sing Bahadoor, at ————, on the 22nd day of December 1803, of the Christian Era (corresponding with the ———— of 1218, Hijree, and with the ———— of ———— 1860, Sumvut).

When a Treaty, containing the above seven Articles, shall be delivered to Maha Raja Dheeraj, under the seal and signature of His Excellency the Most Noble the Governor General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

(Signed) WELLESLEY.

This Treaty was ratified* by the Governor General in Council, on the 15th January 1804.

(Signed) G. H. BARLOW,
G. UDNY.

* NOTE.—This Treaty was formally cancelled by the Government of India in May 1804, and in January 1818 the following Treaty was entered into by that Government with the Jodhpoor State.

Treaty with the Raja of Jodhpoor, dated the 6th January 1818.

Treaty between the Honorable English East India Company and Maharaja Maun Sing Bahadoor, Raja of Jodhpoor, represented by the Koowur Regent, Joograj Maharaja Koowur Chutur Sing Bahadoor, concluded by Mr. CHARLES THEOPHILUS METCALFE, on the part of the Hon'ble Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, and by BYAS BISHUN RAM and BYAS UBHE RAM, on the part of Maharaja Maun Sing Bahadoor, in virtue of full powers granted by the Maharaja, and the Joograj Maharaja Koowur aforesaid.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable English East India Company and Maharaja Maun Sing, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE II.

The British Government engages to protect the Principality and territory of Jodhpoor.

ARTICLE III.

Maharaja Maun Sing, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with other Chiefs or States.

ARTICLE IV.

The Maharaja, and his heirs and successors, will not enter into negociation with any Chief or State without the knowledge and sanction of the British Government; but his usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharaja, and his heirs and successors, will not commit aggressions on any one. If, by accident, disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

The tribute heretofore paid to Sindia by the state of Jodhpoor, of which a separate Schedule is annexed, shall be paid in perpetuity to the British Government, and the engagements of the State of Jodhpoor with Sindia respecting tribute, shall cease.

ARTICLE VII.

As the Maharaja declares that, besides the tribute paid to Sindia by the state of Jodhpoor, tribute has not been paid to any other State, and engages to pay the aforesaid tribute to the British Government, if either Sindia or any one else lay claim to tribute, the British Government engages to reply to such claim.

ARTICLE VIII.

The state of Jodhpoor shall furnish fifteen hundred horse for the service of the British Government, whenever required; and when necessary, the whole of the Jodhpoor forces shall join the British army, excepting such portion as may be requisite for the internal administration of the country.

ARTICLE IX.

The Maharaja, and his heirs and successors, shall remain absolute rulers of their country, and the jurisdiction of the British Government shall not be introduced into their Principality.

ARTICLE X.

This Treaty, of ten Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Byas Bishun Ram and Byas

Ubhé Ram, the ratification of the same by His Excellency the Governor General, and by Raj Rajeshwur Maha Raja Maun Sing Bahadoor, and Joograj Maha Raja Koowur Chutur Sing Bahadoor, shall be exchanged within six weeks from this date.

Done at Delhi, this sixth day of January A. D. 1818.

(Signed) C. T. METCALFE.

Seal. Seal. Seal.

BYAS BISHEN RAM. BYAS UBHE RAM.

Seal. Seal.

MAHA RAJA MAUN SING BAHADOOR. JOOGRAJ MAHA RAJA KOOWUR CHUTUR SING BAHADOOR.

Governor General's small Seal.

(Signed) HASTINGS.

Ratified by His Excellency the Governor General, in Camp at Ochar, this sixteenth day of January, one thousand eight hundred and eighteen.

(Signed) J. ADAM,
Secretary to the Governor General.

JOONAGUR.

Agreement executed in 1808 (A. D.) *by Hamud Khan Bahadoor, Nuwab of Joonagur, renouncing, in future, Piracy, and all right to Wrecks.*

Be it known to all, that I, HAMUD KHAN BAHADOOR BABEE FIDWEE SHA ALUM PADSHA GHAZEE, Governor of the city of Joonagur, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement, concluded by me, and by Major ALEXANDER WALKER, Resident, on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel or trade by sea, I, Hamud Khan Bahadoor,

on my own part, and on the part of my heirs and successors, do in like manner engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports; and should any one being rebel against my Government, and, living in another country, enter mine and plunder any one, I will point out the residence of that thief. I, Hamud Khan Bahadoor, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall at all times have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the harbours of the Honorable Company.

I have agreed to these Articles, that no cause of misunderstanding or dispute may exist between me and the Honorable Company. (Without date, but concluded in January 1808.)

The Seal of Hamud Khan Bahadoor.

(Signed) A. WALKER,
Resident.

Agreement entered into by the Nuwab of Joonagur, under date the 2nd May 1816.

Large Seal of the Nuwab of Joonagur.

To wit.

Jumadar Oomur, and other Arab Sebundee, having become insubordinate, I addressed a petition to the Sirkar, and the Sirkar was pleased to send a force, and to make satisfactory arrangements through Captain Ballantine. Having been pleased with this, I enter into an engagement with the Sirkar, the particulars of which are as follows:—

ARTICLE I.

The Sirkar's force having come and afforded assistance, accomplished (my object), and effected arrangements to my satisfaction, the said Captain will

therefore make a reference to the Governor in Council of Bombay, and will ascertain the amount of the "Musluhut" expenses. I will admit the amount which he may name, in due faith, and agreeably to the orders of the Sirkar.

ARTICLE II.

With regard to the payment of the "Musluhut" expenses referred to in the preceding Article, (I beg to state that) the Sirkar of the Company Bahadoor is to recover them by instalments, to be hereafter fixed, out of my "Jumabundee" for Sumvut 1872 (A. D. 1815-16), which will be collected by the said Officer on behalf of the Company's Sirkar.

ARTICLE III.

My Moolukgeeree of Zortulub shall be annually collected for ever through the Sirkar of the Company Bahadoor. My Karbharee shall be allowed to be present (at the collections), and (the Moolukgeeree) shall be levied and paid. If there be occasion, "Surinjam" shall be sent by my Sirkar.

ARTICLE IV.

Ever since the Dhundooka, Ranpoor, Gogo, and other Purgunas have been in the possession of the Company's Sirkar, I have annually received therefrom my Jumabundee, which, in consideration of the friendship, I make over to the Sirkar for ever.

ARTICLE V.

A sum of one lac and one korees shall for ever be annually paid for the expenses of the Agency. In part payment of this sum, I assign for ever the whole of the revenues which I used to receive from my share of the ten villages of Purguna Jetpoor, the residence; I am entitled to a half share of these villages, and the Bulooch to the other half; you are therefore to receive the revenues. The amount thereof has been estimated at 37,000 korees per annum; and I make it over to you in part payment of the above sum of one lac (of korees). The remaining korees (63,000) shall for ever be annually paid from the income of my Moolukgeeree of Zortulub. The following are the particulars of the ten villages of Purguna Jetpoor; my share and the share of the Bulooch in the Tulia (village itself) of Jetpoor:—

A half of	Mouje	Sumudhiyaloo.
Do.	do.	Ukaloo.
Do.	do.	Dedurvoo.
Do.	do.	Khirusroo.
Do.	do.	Sanklee.
Do.	do.	Mohunpoor.
Do.	do.	Derthee.
Do.	do.	Goodaloo, belonging to the Bulooch.

A half of Mouje Sirdarpoor.
Do. do. Peepulyoo.

ARTICLE VI.

The Arab Sebundee are not to be continued in the service any longer. As Jumadar Uhiya rendered me great service when Jumadar Oomur first became insubordinate, I promised to him perpetual service; but as Government is now particularly anxious (for the removal of the Arabs), I will considerately discharge the said Jumadar after 12 months. If he should create any disturbance during the above period, I shall be responsible for it.

ARTICLE VII.

I and Captain Ballantine have satisfied each other that the engagement which has thus been entered into with the Sirkar, after contracting friendship with it, shall be acted upon in a manner to increase the friendship in every respect.

Dated the 5th Vyshakh Shood Sumvut 1872, (corresponding with the 4th Jumadee-oos-Sanee 1231, Hijree, or 2nd May 1816).

NOTE.—Government declined to accept the cession of territory stipulated in Article V.

Sunnud from the Nuwab of Joonagur, ceding certain revenues to the Honorable Company.

In the fourth Article of the Agreement which I formerly executed in writing to Government, (dated the 2nd May 1816,) the revenues (Jumabundee) which I used annually to derive from Dhundooka, Ranpoor, and Gogo, were given up in perpetuity to Government, as a mark of friendship, from the date on which the Hon'ble Company exercised jurisdiction thereon, to which effect a written instrument was executed through the intervention of Captain Ballantine,

but as Dholera was not specified therein, I have now, at the suggestion of the same officer, in compliance with the wishes of Government, likewise ceded to Government in a friendly manner, the revenues accruing to me from the said village.

Dated the 12th of Chytru Vud Sumvut 1872 *(corresponding with the 13th April* 1817).

ENGAGEMENT AGAINST SUTTEE.

Engagement entered into on the 3rd January 1838, *by the Nuwab of Joonagur, for the suppression of Suttee within his Jurisdiction.*

A. C.

The cause of writing to you is this. A certain Bhattianee having arrived from Bombay, and committed Suttee at Pragrye, and the Sirkar having issued orders preventive of such a practice, a Mohsul is upon me in order to make me answerable; and the particulars of this subject (the Suttee) having been reported to Government, and it having been considered as a first instance of the kind, for which reason I have been pardoned, I give this writing, to the effect, that from henceforward, such measures in the Talooka will be taken, so that no person will be allowed to become Suttee, in future. But if such should hereafter occur, I am responsible to any extent the Sirkar may pronounce against me.

JOOREEABUNDER.

Agreement executed on the 1st November 1807 *by* KHUWAS SUGARAM *and* PRAGJEE, *of Jooreeabundur, renouncing, in future, Piracy and all right to Wrecks.*

Be it known to all, that we, KHUWAS SUGARAM and PRAGJEE, of Jooreeabunder, in order to afford the fullest testimony of respect and attachment to

the Honorable Company, do engage and bind ourselves, our heirs and successors, to observe the following Articles of Agreement, concluded by us on our part, and by Major ALEXANDER WALKER on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we, Khuwas Sugaram and Pragjee, do, in like manner, for ourselves, our heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under our authority or subject to our control; nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall at all times have admission into our ports, for the purpose of carrying on freely trade and commerce, and those merchants and traders who are subject to our authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated Kartik Shood 3rd 1864 *(or 1st November* A. D. 1807).

(Signed) SEBEE.

(Signed) A. WALKER, Resident.

JUNJEERA.

Treaty of Alliance concluded on the 6th December 1733, *by Messrs.* LOWTHER *and* DICKINSON, *on the part of the Honorable East India Company, with the Seedees of Junjeera of Rajapooree, confirmed on the 11th December* 1733, *by the Honorable* ROBERT COWAN, *President and Governor in Council.*

Articles by which the English nation and the Seedees of Junjeera have adjusted an alliance, defensive and offensive, on the coast of India. For to establish upon a firm and lasting foundation a perpetual alliance and sincere friendship betwixt the Governments of Junjeera and Bombay, Seedee Saad, Seedee Oomur Affajee, Seedee Musood, and the other principal Seedees residing in the said Junjeera, have agreed and settled with the Honorable Robert Cowan, Esq., President and Governor for the Honorable English Company and Council.

ARTICLE I.

That they shall make a league against all the enemies of both Governments in India (Europeans, subjects of the Kings of Hindoostan, Persia, Arabia, and China excepted), and particularly aginst Angria, both Governments making a vigorous war by sea and land, not regarding any offers of peace from that enemy, and neither of the two allies shall hear alone nor particularly any thing relating to peace, unless both are present at the same time any thing is proposed, and are to resolve on nothing without the consent of both Governments.

ARTICLE II.

That in case one of the two Governments may have an enemy that is in amity with the other, in such case the league is only to be defensive, and must not fail on any pretence to assist them that are invaded; and in case of any invasion, the Government that is in amity with the aggressor shall interfere their good offices as mediators, to accommodate the differences that have happened.

ARTICLE III.

As to the union of the forces of Bombay and Junjeera in their actions against Angria, as well by sea as by land, all the marine forces of Bombay are to be in conjunction with those of Junjeera, who are to be commanded by their own proper Officer, yet he is to act as subordinate to the Chief Commander of the English forces, as being more experienced in sea fighting, and the fleet of Bombay of greater force; and as in Bombay there is no more infantry than is sufficient for their garrisons, the necessary land forces are to be provided by the Seedees of Junjeera.

ARTICLE IV.

And likewise in case the territories of the Seedee should be invaded by any power, that is an enemy to both Governments, they are to be assisted with all the marine force of Bombay, and in case that the Government of Bombay should be invaded by any power that is an enemy to both Governments, they shall be assisted from Junjeera with thirty fighting Gallivats, and two thousand Sepoys.

ARTICLE V.

That all that is taken in this war by sea by the united forces of both Governments, shall be given to the English, and what shall be taken by land shall be given to the Seedees, according as is expressed in the 6th and 7th Articles.

ARTICLE VI.

And if God shall be pleased to give this alliance the desired success, and that Angria shall be expelled the Fort of Khandéry by the united forces of both Governments, that place shall be given to the English, with all the ammunition and artillery that shall be found therein, and all the other Forts that shall be taken from the said enemy shall be given to the Seedee, with all the ammunition and artillery found in them, except Colaba, which shall be entirely demolished,

with all its bulwarks and batteries, so as one stone shall not be left above another, and shall never be rebuilt without the consent and pleasure of both Governments; and the revenues and produce of the lands annexed to that Fort, and whatever tribute belongs to it (except royal grants and possessions in the hands of the ancient proprietors), shall be annually and equally divided, half to the English, and the other half to the Seedees of Junjeera, and the care and security of these lands is to be provided for by both.

ARTICLE VII.

In the place called Mhopat, 'twixt the Rivers of Nagothna and Pen, in the district of Colaba, the English may build, if they think proper, a warehouse and small Fort, with artillery sufficient for the better security of those lands and their roads, and the conveniency of merchants trading, putting a garrison therein, and the Customs and other rents that shall be recovered shall be annually and equally divided, half to the English and half to the Seedees of Junjeera; and likewise they shall pay equally the charges of building the Fort and its garrison, and both Governments shall take care to encourage trade and preserve the subjects.

ARTICLE VIII.

That all the ammunition that shall be expended in this war, as well by sea as by land, by either of the Governments, shall be on their respective accounts; and in case one should be necessitated to take of the other, if they can spare it, they are to give it for its just price.

ARTICLE IX.

If any robberies are committed on either side, restitution is immediately to be made to the persons wronged.

ARTICLE X.

That deserters who put themselves under the protection of either Government shall not be delivered up if they have committed a crime worthy of death.

ARTICLE XI.

That the Seedees of Junjeera shall on no pretence hereafter issue out their passes to the shipping and people of Angria.

ARTICLE XII.

That after Colaba is taken, with its dependencies, if it should be attacked by the enemy, the charges of the forces that shall be left for its defence shall be equally defrayed by both Governments.

ARTICLE XIII.

That after the ratification of these Articles by which the league is adjusted, we are immediately to put them in execution.

This 10*th day of the month of Rajub, and the* 16*th year of His Majesty's reign, and* 1146 *of the Law (or* A. D. *the* 6*th of December* 1733).

Hon'ble East India Company's Seal.

(Signed) ROBERT COWAN.

Khyrit Khan's Seal.

Seedee Abdoot Rahman's Seal.

Seedee Yakoot Khan's Seal.

Seedee Saad's Seal.

Seedee Musood's Seal.

Seedee Sambolt's Seal.

Seedee Oomur's Seal.

MEMORANDUM.—The above Treaty was ratified by the Governor in Council of Bombay on the 11th December 1733.

The following separate Engagement between the Governments of Bombay and Junjeera of Rajapooree, was agreed to and signed at the same time as the foregoing General Treaty of Alliance.

In equipping a fleet to chastise and destroy the enemy Angria, the Government of Bombay have expended two lacs of Rupees; that the same be effectually represented to Court, and the King's order obtained upon the Governor of Surat for the payment of three lacs of Rupees on account of the Tunkha of the

fleet and forts, which order we oblige ourselves to deliver to the Government of Bombay. In which order it shall be expressed that the said money shall be paid out of the Treasury of Surat to the Government of Bombay; and after the said three lacs of Rupees are received from the Surat Government, they shall take to themselves two lacs of Rupees, and one shall be given to the Seedee of Junjeera.

This 11*th of the month Rujub, in the* 16*th year of His Majesty's reign (or* A. D. *the* 7*th of December* 1733).

(Signed) ROBERT COWAN.

KATTEEWAR.

The writing of the VEERUMGAM VIAS BHUGTEE MOGJEE *to the Shree-munt Raoshree Senakhaskhel Shumsher Bahadoor, concluded in October* 1807.

To wit.

That I do, of my own good will for the Talooka of Limree, provide perpetual and effective File Zamin (or security against committing disturbances) to the Sirkar of the Gaekwar and to that of the Punt Prudhan or Peshwa, for the two Shares, being the whole of the country, as particulars here following.

ARTICLE I.

That I will not excite enmity with any other Chieftain, neither entertain any Baharwuttia, or incendiary, whether Kathee or Rajpoot, nor will I commit any disturbance by the hands of another, neither will I seize upon the land or lands of another, abiding strictly to the same conduct as hitherto observed, neither will I purchase, at the offer of my brethren, their villages or lands when they may come to sell them. All past enmities or grievances are to rest in oblivion.

Thieves shall not be entertained within our limits: if they are permitted to re-

main, it shall be under proper arrangement, to prevent them from committing theft in other Talookas or on the highway. That in whatever case individual or individuals may be under the necessity of disposing of their villages or lands, that in all such cases the circumstances shall be reported to the Sirkar previous to entering into the transaction.

ARTICLE II.

No delinquent or criminal of the Sirkars of the Company Bahadoor or Senakaskhel Sumsher Bahadoor, shall be protected or entertained by us.

ARTICLE III.

The several Mahals of the Sirkars of the Peshwa, Gaekwar, and the Honorable Company, being situated on all sides of us, in none of these said Mahals shall any theft or depredation be committed on the highways. Passengers, merchants, or others travelling, shall meet with no molestation, but shall be assisted with carriage, and be protected to the extent of our boundaries.

Should any Sahookar or other traveller suffer injury on the way, the same shall be made good to him by the lord of the Talooka where the same took place, who will also seek his redress from the Talooka whence the thieves might have come.

ARTICLE IV.

If the lands or villages of any Zumindar shall at present be retained forcibly, in case any such possession shall have been obtained by written deed from the ruined circumstances of any Zumindar, the same shall be released and set at liberty after the forms of justice, there being no claim hereafter to be entertained or made.

According to the above written Articles, I have afforded fresh security, to continue from generation to generation; and if the Sirkar's Mohsul shall come for any default, such satisfaction as the Sirkar shall demand on the case in point, with daily expense, and Mohsul included, shall be given; and for the same is Jhala Umur Singjee, of Dhrangdra, perpetual Adzamin, and for which this bond is rendered.

(Signed) VIAS BHUGTEE MOGJEE.

The writing of JHALA UMURSING, *of Dhrangdra.*

To wit.

That I have become fresh and perpetual Adzamin to the Sirkar to render the above Articles effective, and to be responsible in regard thereto.

Bahanduree of the Honorable Company.

Seal.

Signature of MEHTA PURBHOOJEE, on behalf of JHALA UMURSINGJEE.

(Signed) A. WALKER, Resident.

Perpetual Engagement entered into by the Chiefs of Katteewar, in A. D. 1807-8.

To SHREEMUNT RAO SHREE SENAKHASKHEL SHUMSHER BAHADOOR writes JHALA HURY SING, of the Talooka of Limree, namely,

1. The armies of the Honorable Company and Gaekwar having come into this country with a view to effect a permanent and equitable adjustment, for the country of Katteewar and its Bhomias, Geerasias, Kathees, and Ryuts, and that their revenues should continue to be paid at Baroda, I have, of my own free will and consent, engaged, and do by this writing engage, for the above Talooka its perpetual Jummabundy, and Khurajaat as per bond separately executed, as given when the armies used to arrive in the country. This, however, being attended with great detriment to the country, and disturbing the tranquillity of the ryuts, and being convinced that the above arrangement provides for my benefit, the Jumma of the above Talooka and its Khurajaat shall, each succeeding year, be settled at Baroda, according to the Bond, by sending an Agent for the purpose, nor shall any deviation take place in this respect.

2. I do therefore, for myself, my sons, and grandsons, from generation to generation, and my successors, engage to the above purpose, and for any deviation therein they become responsible to Government.

Bahanduree of the Hon'ble Company.

Seal.

Signature of JHALA HURRY SING.

(Signed) A. WALKER, Resident.

MEMORANDUM.—Similar engagements to the foregoing were at the same time concluded with the following Talookas, &c.

No.	NAMES.	No.	NAMES.	No.	NAMES.
	Jhalawar.	7.	Geree	15.	Durod
		8.	Chuchana	16.	Pulalee
1.	Halwud Dhrangdra	9.	Chulala	17.	Bhoka
2.	Limree	10.	Jakhun	18.	Bhuthan
3.	Kuntharia	11.	Khandia	19.	Bhulgamra
4.	Karol	12.	Tulsana	20.	Bhudwanee
5.	Kumalpoor	13.	Lovee	21.	Tabead
6.	Kumlao	14.	Deolia	22.	Wunala

No.	Names.
23.	Sumla
24.	Saooka
25.	Oontree
26.	Ankawalia
27.	Wudhwan
28.	Jhumpodur
29.	Kheralee
30.	Goondeealee
31.	Jhumnur
32.	Doodrej
33.	Balora
34.	Rajpur
35.	Wurod
36.	Wuna
37.	Wankaneer
38.	Mahoria
39.	Than Luktar
40.	Withulghur
41.	Kesria
42.	Moolee
43.	Moonjpoor Moolee
44.	Saeela
45.	Choora
46.	Kurmur
47.	Dussara
48.	Bujana
49.	Patree
50.	Jhinjoowara
51.	Wunod
52.	Bharejra
53.	Raee Sanklee

Katteewar.

1.	Amrellee
2.	Jetpoor Cheetul
3.	Bheelka
4.	Babree Chumardee
5.	Depree Janbaee
6.	Bugusra
7.	Kotra Peetha
8.	Kanpor Eshwureea
9.	Khuner
10.	Khatrola
11.	Kheejria
12.	Gurumlee Motee
13.	Gurumlee Nanee
14.	Gudhia
15.	Churka
16.	Jhamka
17.	Dholurwa
18.	Bhulgam
19.	Manawao
20.	Lukapadur
21.	Manwel Rawanee
22.	Vekreea
23.	Soongia
24.	Waguree
25.	Seelana Hulreea
26.	Jusdhun
27.	Bhudlee
28.	Sumundeeala
29.	Kureeana
30.	Anundpoor
31.	Choteela
32.	Kumbala
33.	Paleead
34.	Bheemora
35.	Bamunbur
36.	Mehwassa
37.	Matra Timba
38.	Sunosra
39.	Ectria Gudhala
40.	Chobaree
41.	Neelowra
42.	Kumundhia Waoree
43.	Dandulpoor
44.	Soodamra
45.	Seejukpoor
46.	Rampurda
47.	Wussawar
48.	Dakeeroo
49.	Geegasarun
50.	Akreea
51.	Urjunsook
52.	Weechawur
53.	Kooba
54.	Randia
55.	Kheejreea

Muchoo Kanta.

1.	Morvee
2.	Mallia

Hallar.

1.	Nowanuggur
2.	Draplia
3.	Veerpoor Khureree
4.	Mooleeraderee
5.	Satodur Waoree
6.	Seesang Chandlee
7.	Gondul Dhorajee
8.	Mengnee
9.	Kotra Sanganee
10.	Bhadwa
11.	Rajpoora
12.	Rajkote Surdar
13.	Gowreedhur
14.	Kotaria
15.	Todheeka
16.	Pal
17.	Gutka
18.	Wudolee
19.	Veerwao
20.	Shapoor
21.	Khankseealee
22.	Muwa
23.	Dhrol Surupdhur
24.	Kheerusra
25.	Jallia Dewanee
26.	Kotra Nayajee

No.	Names.
	Soruth.
1.	Joonaghur
2.	Bantwa
3.	Umrapoor
	Burda.
1.	Porbunder
	Gohelwar.
1.	Bhownuggur
2.	Ruttunpoor Dhamunka
3.	Wulwa
4.	Chumardee
5.	Tora
6.	Katoria
7.	Panchwura
8.	Waoree Wachanee
9.	Sonpuree
10.	Punchegaum
11.	Chitrawao
12.	Ramunka
13.	Wurod
14.	Ulumpoor
15.	Dhola
16.	Sathee
17.	Gudhalee
18.	Gudhoola
19.	Dedukree
20.	Kheejreeoo
21.	Bochurwa
22.	Bhojawuddur
23.	Sumundeeala & Chubhareea
24.	Leemra
25.	Waoree
26.	Wagdra
27.	Paleetana
	Oond Surverja.
1.	Eyawej Veerpoor
2.	Sunala
3.	Sheroda
4.	Rajpura
5.	Paa
6.	Dedurra
7.	Jallia Beeja
8.	Jullivo Umrajeenoo
9.	Chok
10.	Kunghurda
11.	Satanoness.
12.	Wudah
13.	Morchopud
14.	Bhundareea
15.	Bodanoness
16.	Joonapadur
17.	Sewreeadur
18.	Roheesala
19.	Sumundeeala
20.	Gunhol
21.	Katroree
22.	Datha
23.	Wejanoness
	Babriawar.
1.	Deedan
2.	Koondliala
3.	Pecchree
4.	Pachreeoo
5.	Bhoondree
6.	Nagsree
7.	Koturdar
8.	Kuntharia Kysa
9.	Kotree
10.	Kagwudur
11.	Kuntharia Coolee
12.	Timbee
13.	Mansa
14.	Jeekadree
15.	Balancewao
16.	Bhutwudur
17.	Bhada
18.	Doodhala
19.	Tor
20.	Dholadree
21.	Sukria
22.	Wuroonchya
23.	Dewkawadur
24.	Neengala
25.	Hindorna
26.	Hurmunteea
27.	Oontia Wadur
28.	Ebhalwur
29.	Kowaya
30.	Ganjawndur
31.	Ghespur
32.	Sangana
33.	Jaffrabad
	Okamundul.
1.	Okamundul

Engagement passed by Jhareja Hatheejee *and* Koovur Bojrajee, *of Talooka Kotra Songahee, to Shreemunt Rao Shree Sena-*

khaskhel Shumsher Bahadoor, and the Honorable Company, dated Poush Sood, 5th Sumvut 1864 (A. D. *4th January* 1808).

From the commencement it was a custom in our Jhareja caste not to preserve the lives of daughters. On this both Governments, after expounding the Shastur on this subject, and pointing out to us the way of the Hindoo religion, stated that it is written in the "Brumhu Vywurtuk Pooran," (a sacred work,) that whoever commits this act, his sin is great; that is, it is equal to "Gurbhu Hutya," (the killing of an infant in the womb,) and Brumhu Hutya," (the killing of a Bramhun,) so that the killing of 100 Bramhuns is equal to killing one woman, and the killing of 100 women is equal to that of one child; but in this, two sins are committed, viz. the killing of woman and child. The punishment written for this sin is, that he who commits it will remain in "Ruvruwadik Kuth Soothul Nurk," (a particular place in hell,) for as many years as there are hairs on the person of the said woman; and afterwards, when he is born again, he would become a "Koreea," (leprous,) and be subject to "Puksh Ghat," (paralytic stroke). In this manner the Sirkar expounded the Shastur to us. In order for our own good, and out of deference to the Hindoo religion, we and our posterity, viz. our sons and grandsons, and our brothers and nephews, and all, have given this writing, binding ourselves for perpetuity that from henceforward we shall not do such a thing. If we do, we shall be considered offenders against the Sirkar. If, in future, any one of our caste people be guilty of this act, and it shall come to our knowledge, we shall, after expelling him out of caste, punish him as an atonement for the deed done, according to the Shastur and the will of the Sirkar.

(Signed) JHAREJA HATHEEJEE, and
KOOVUR BOJRAJEE.

MEMORANDUM.—The foregoing Engagement was at the same time subscribed to by the following Jhareja and and Jetwa Chiefs in Katteewar.

No.	NAMES.	TALOOKAS OR VILLAGES.
1.	Jhareja Dosajee and Koovur Sutajee	Mallia.
2.	Jhareja Jeeajee, &c.	Morbee.
3.	Jhareja Runmuljee and Koovur Sakajee.....	Rajkot.
4.	Jam Jussajee.....	Nowanuggur.
5.	Jhareja Runmuljee, by the agency of Koovur Veerajee	Surdhar.
6.	Jhareja Dewajee and Koovur Nuthoojee.....	Gondul.
7.	Jhareja Bhoput Sing.....	Dehrol.
	Jhareja Hothejee	Kerusra.
8.	Jhareja Jussajee.....	Jalia.
	Jhareja Khengarjee	Hurmutteea.
	Jhareja Jeeajee.....	Kotra.

9.	Jhareja Ramsingjee	Trimba.
	Jhareja Kheemajee	Loodikas.
	Jhareja Dewajee	Pall.
	Jhareja Morjee	Gowreedhur.
	Jhareja Dosajee	Kotaria.
	Jhareja Khanjee	Wuddalee.
	Jhareja Tegmuljee	Weerwa.
	Jhareja Khanja and Bhanjee	Gudka.
	Jhareja Raeesingjee	Shapoor.
	Jhareja Rowjee and Hudoojee	Hackseeallee.
10.	Jhareja Phuljee	Drapha.
	Jhareja Suttersuljee	
	Jhareja Raebjee	
	Jhareja Rasanjee	
	Jhareja Ramsingjee	
	Jhareja Jeejee Vursanee	
11.	Jhareja Myroojee and Koovur Assajee	Rajpoora. The Byand of Kotara Sangam.
12.	Jhareja Bunajee	Barwa.
13.	Jhareja Samutjee	Mengnee.
14.	Jhareja Phulajee	Seesang.
	Jhareja Dadajee	
	Jhareja Soojajee	
	Jhareja Mukunjee	
15.	Jhareja Meghjee and Wagjee, &c.	Dedee Moleela.
16.	Jhareja Soorajee, &c.	Khureree & Veerpoor.
17.	Jhareja Kana Mooloo	Satodur Waoree.
	Jhareja Kana Mota	
	Jhareja Kana Kukajee	
	Jhareja Kana Rokajee	
	Jhareja Kana Puhandjee	
	Jhareja Kana Nathajee	
18.	Koovur Sutajee	The Brother of the Jam.
19.	Rana Surtanjee and Koovur Hallajee, Jaitwas.	Porbunder.

The following renewed Engagement against Infanticide was entered into by the Jam of Nowanuggur, on the 25th February 1812.

Engagement passed by JAM JUSSAJEE, of Nowanuggur, to Shreemunt Rao Shree Senakhaskhel Shumsher Bahadoor and the Honorable East India Company Bahadoor, dated Falgoon Shood, 13th Sumvut 1868 (A. D. 25th February 1812).

From the commencement it was a custom in our Jhareja caste not to preserve the lives of daughters. On this both Governments, after expounding the Shastur on this subject, and pointing out to us the way of the Hindoo religion, stated that it is written in the "Brumhu Vywurtuk Pooran," (a sacred work,) that whoever commits this act, his sin is great, equal to "Gurbh Hutya," (killing an infant in the womb,) and "Brumhu Hutya," (killing a Bramhun,) so that

killing a child is equal to killing 100 Bramhuns; but in this act two sins are committed, viz. that of killing woman and child. The punishment written for this sin is, that the person who commits it will remain in "Ruvruvadik Kuth Soothul Nurk," (name of a particular place in hell,) for as many years as there are hairs on the person of the said woman, after which, when he is born again, he would become a "Koreea," (leprous,) and be subject to "Puksh Ghat," (paralytic stroke). Both Governments said this to us according to the Shastur; in which, the year Sumvut $\frac{1808}{1864}$ I, my brothers, nephews, &c., all the Jharejas of my Talooka, passed a writing to the Sirkar, binding ourselves not to kill daughters. To enquire about this, a person lately came to us from the Sirkar, and we wrote a reply and sent with him. The Sirkar again, in the year Sumvut $\frac{1812}{1868}$ required me to pass this Agreement; and I do hereby state that out of deference to the Hindoo religion, I and my posterity, viz. sons and grandsons, and my brothers and nephews, and all, bind ourselves in perpetuity, that henceforward we shall not do this act; if we do, we shall be considered offenders against the Sirkar. If, in future, any one of our caste people commit this act, and if it shall come to our knowledge, we shall, after expelling him out of caste, make him answer for his sin, and according to the will of the Sirkar. Perpetual securities, given for the fulfilment of the above writing, are Barote Mehroo Meeta, of Veerumgaum, and Barote Ramdas Nuthoo, of Julsum, who shall be answerable for it. This is a true writing.

Dated Sumvut 1868, *Falgoon Shood* 13*th (corresponding with the* 25*th February* 1812 A. D.)

(Signed) JAM SHREE JUSSAJEE.

We, Barote Mehroo Meeta, of Veerumgam, and Barote Ramdas Nuthoo, of Julsum, Purguna Petlad, do hereby state, that we shall abide and cause them to abide also by the above writing, and we ourselves shall be answerable for it.

Mark of BAROTE MEHROO MEETA.

Mark of BAROTE RAMDAS NUTHOO.

Proclamation issued by Government, under date the 22nd November 1834, on the subject of Female Infanticide in Katteewar.

1st.—The British Government having recently had under consideration the prevalence of Female Infanticide in Western India, is pleased to declare it to

be its fixed determination to put an end to so revolting and barbarous a practice.

2nd.—From returns lately received from the Political Agent stationed in Katteewar, it appears that although a considerable degree of success has attended the measures adopted in that Province for the suppression of Infanticide, the crime is proved to be still committed, by the great disproportion observable in the number of male and female Jharejas. This melancholy fact, therefore, pressing itself upon the attention of Government, the Right Honorable the Governor in Council considers it requisite to call upon the Chiefs of the Jhareja tribe to adhere to and maintain within their respective Districts the Engagement they voluntarily and unconditionally entered into with Government, twenty-five years ago, through the medium of their friend and benefactor, the late lamented Colonel Alexander Walker, to abandon the detestable and heinous custom of murdering their own offspring.

3rd.—His Lordship in Council further requires the active co-operation of the whole community of Katteewar, in giving increased efficiency to the measures adopted for the extinction of Infanticide, the grossest stain that ever disgraced the human race; and hereby declares that whoever shall afford information sufficient to convict any Jhareja of so inhuman a proceeding, shall receive the protection of Government, and be rewarded in proportion to the rank and consequence of the party convicted. Humanity, and a due regard to the precepts of their religion, should induce the Hindoo part of the community, in particular, to aid by every means in their power the efforts of Government completely to suppress the crime. The Hindoo Shasturs declare that he who commits Infanticide is guilty of a grievous sin.

4th.—With the view of enabling Government to ascertain how far the measures for the suppression of Infanticide are adhered to, the Political Agent has been instructed to make a full and complete census of the Jhareja population of Katteewar, and the Chiefs of the tribe are hereby called upon to aid in the framing of this return, which, when completed, will at once enable Government to detect where the crime is still committed. The Political Agent has also been directed to require from the Chiefs, half-yearly, and himself to furnish annually, a Statement exhibiting the number of births, deaths, marriages, and betrothals, occurring within their respective jurisdiction, and those who neglect to furnish this Statement, or who may furnish an incorrect return, will be severely punished.

5th.—As a measure of prevention against Infanticide, Government considers it expedient to suggest to the whole of the other Rajpoot tribes of Katteewar, that they should refuse to give their own daughters in marriage to the Jharejas, except under a stipulation that the female issue of such marriage shall be cherished and preserved.

6th.—The returns recently received from Katteewar shew, in the undermentioned Districts, such a great disparity between the number of male and female

Jharejas as can only be accounted for by the continued prevalence of the dreadful crime in those places:—

1	Drapha,	males alive.	67	Females alive..	10	Excess of Males.	57
2	Moorvee,	do....	61	do.....	7	do.....	54
3	Veerpoor Kurrey,	do....	52	do.....	10	do.....	42
4	Mooleeladere,	do....	63	do.....	14	do.....	49
5	Serang Chandlee,	do....	37	do.....	13	do.....	24
6	Kotra Nyajee,	do....	24	do.....	2	do.....	22
7	Jhalleea,	do....	28	do.....	11	do.....	17
8	Rajpoora,	do....	30	do.....	2	do.....	28
9	Wuddalee,	do....	8	do.....	1	do.....	7
10	Rajkot,	do....	15	do.....	3	do.....	12

The Chiefs of these Districts are hereby warned, that should similar results be shewn from the periodical returns hereafter to be furnished, they will be severely punished for not adhering to their engagements to renounce the crime. It will not be deemed sufficient by Government that they themselves shall adhere to their engagements to preserve their female children, but they are equally bound to secure that those engagements shall be observed by every member of their tribe, subject to their authority. Should they neglect this warning, it will become requisite for the Government to take into consideration whether any relations can be maintained with Chiefs who act in such a manner as to prove themselves utterly regardless of the precepts of their religion, and of the best feelings of mankind. In seeking to abolish Infanticide, the British Government is not actuated by any motive of ambition or self-interest, but simply by an anxious desire to erase the foulest stain that ever attached to the name of man. The possessions of the Chiefs of Katteewar are guaranteed to them, and protection is extended to them on certain conditions, and it is the sincere wish of Government that they should continue to enjoy them and all their privileges and immunities free from molestation. The compact is, however, reciprocal and mutual, and the Chiefs have stipulated that they will cease to disgrace humanity by destroying their own helpless offspring at the moment of its birth. Should they not adhere to this condition, the compact is broken—the favor and protection of Government will be withdrawn—and the severest penalties be imposed, until the inhuman custom is completely eradicated.

7th.—It is more gratifying to Government to be able to notice some of the Jhareja Chiefs in whose Districts the crime has been wholly or in a great measure suppressed. The Jam of Noanuggur is entitled to praise for the progress which has been made towards its complete extinction within his jurisdiction, which is to be attributed to the care taken by that Chief in enforcing a due observance of the engagement he entered into for its suppression. The British Government confidently relies on his continued exertions and co-operation in ensuring success to the measures it has adopted for the abolition of a custom

which, owing its origin to avarice and a mistaken pride, reflects most seriously on the character of the tribe of which the Jam of Noanuggur is in Katteewar the acknowledged head.

8th.—Among the other Talookas, Government is pleased to notice in terms of high approbation the following Chiefs, as having ensured to themselves the favor and protection of Government for having adhered to their engagements:—

No.	District.	Males of and under 20.	Females.				Total.	Excess of Males.	Excess of Females.
			Married.	Betrothed.	Unbetrothed.	Deceased			
1	Keesurra	12	3	2	11	1	17	0	5
2	Mengnee	6	0	1	5	0	6	0	0
3	Sotedeer Wowree ...	38	6	5	13	8	32	6	0

And at the same time to hold up to the tribe in general, as an example for imitation, the undermentioned Jharejas, who have preserved four and three daughters each :—

No.	Names.	Belonging to		No. of Daughters.
		District.	Village.	
1	Jhareja Khanjee	Noanuggur.....	Lalpoor	Four.
2	„ Bowajee	do.	Bhalwa	Three.
3	„ Raibjee.....	do.	Mocharda	
4	„ Dossajee.....	do.	Peempurdee	
5	„ Kanturjee	do.	Peepulrao	
6	„ Dodajee.....	do.	Suguch	
7	„ Babajee	do.	Danthana	
8	„ Bawajee	do.	Pussaivoo	
9	„ Megrajee.....	do.	Amra	
10	„ Hurbumjee....	do.	Checkaree	
11	„ Sughajee.....	Dhursole	Radhun	
12	„ Joonajee.....	do.	Seealoo	Four.
13	„ Vursajee.....	Gondul Dorajee.	Janjinere	Three.
14	Kheermany Roopashaee	Veerpoor Kurey.	Mottia	do.
15	Jhareja Lakhajee	Keesurra.....	Wurra	do.

Government have also derived the greatest satisfaction from observing that the returns shew as many as 80 instances of Jharejas having preserved two daughters each. His Lordship in Council, with the view of testifying the sense he entertains of the meritorious conduct of the Chiefs and inferior Jharejas above alluded to, has instructed the Political Agent at Rajkote to grant remissions of tribute and honorary presents to them.

9th.—The British Government is pleased further to declare, that although it will always be more satisfactory to Government, and more creditable to the Jharejas themselves, for them to perform the first of the parental duties without seeking pecuniary aid from Government in defraying the expenses of the marriage of their children, nevertheless that the local Agent is authorized to receive and attend to applications, when circumstances render such aid indispensable.

10th.—In conclusion, the Right Honorable the Governor in Council is pleased to annex to this Proclamation a copy of the Engagement* by which every Jhareja Chief of Katteewar bound himself, twenty-five years ago, to discontinue the dreadful custom of Female Infanticide, and at the same time to declare it to be the fixed resolution of the British Government to maintain the same, and that any person charged with having violated it, will be dealt with in such mode as may be deemed most expedient and conducive towards the complete suppression of the practice.

By order of the Right Honorable the Governor in Council,

(Signed) C. NORRIS, Chief Secretary.

Bombay Castle, 22nd November 1834.

Engagements entered into by the Thakoor of Bhownuggur; the Nuwab of Joonagur; the Jam of Nowanuggur; the Rana of Porbunder; and the Seedee of Jafferabad; exempting from payment of duty, Vessels putting into their ports through stress of weather.

Translated Extracts from a Letter addressed by the Thakoor of Bhownuggur to ARTHUR MALET, *Esquire, Political Agent in Katteewar, dated the 18th January* 1846.

Your letter, dated the 3rd January 1846, has been received, and its contents have been understood. You state "that there is a difficulty regarding the "Duties leviable on boats passing to and fro, from Bombay to Sind, or else-"where, which are obliged by stress of weather or other cause to touch at any "of my bunders; that injury is thereby done to facility of traffic; that Go-"vernment has taken the case of such boats under its favorable consideration; "and that the Rao of Kutch, to meet the wishes of Government, framed cer-"tain Regulations on the subject, dated 1st December 1840;† that a copy of "these Regulations was forwarded to me in a letter dated 17th October 1844, "in which I am informed that it is to my credit to make arrangements for "preventing obstacles being thrown in the way of persons navigating boats, "and that if I could make Regulations at my Bunders, similar to those which

* Vide page 235.

† Vide pages 280 and 281.

"are in force at the Bunders of Kutch, it would be pleasing to Government, "and beneficial to my own interests." You have asked me to reply to this letter. I am most willing to pay every consideration to the wishes of Government, and anxious to benefit the interests of my country, and I have therefore now sent a copy of the Regulations in question to the Bunders of Mowa and Tuloja, that they may be enforced. I have also given a copy to my Mootusuddee at this place, with instructions to act accordingly.

Dated 6th Poos-Vud 1902 *(corresponding with the 18th January* 1846).

True translation.)

(Signed) J. T. BARR,
2nd Assistant Political Agent.

Translation of a Yad from his Highness the Nuwab of Joonagur, to A. MALET, *Esquire, Political Agent in Katteewar, dated the 19th March* 1846.

Your letter, and His Highness the Gaekwar's Agreement of the 19th Shuval, have been received; His Highness the Rao made an arrangement relative to the Customs on boats, and you, on the above-mentioned Yad, wrote your order, requiring me to make a similar engagement.

My reply is that according to the copies which you sent here, I have sent copies of them to all my Bunders, Verawul, Mangrol, &c., with orders to abide by it.

Dated Sumvut 1902, *Falgoon-Vud 7th (March 19th* A. D. 1846).

(True translation.)

(Signed) A. MALET,
Political Agent.

Translation of a Note from His Highness Jam Runmuljee, of Nowanuggur, to A. MALET, *Esquire, Political Agent in Katteewar, dated the 22nd March* 1846 *(Falgoon-Vud 10th, Sumvut* 1902).

Your Yad, with the copy of the Rules for exempting vessels driven into port by stress of weather, was received, and we had some conversation on the subject, when you were at Nowanuggur. I now write in this Yad, that I will abide by these Rules, and will send orders to my Bunders; this is written for your information.

(True translation.)

(Signed) A. MALET,
Political Agent.

Translation of a Yad from the Thakoor of Bhownuggur, to Major W. LANG, *Political Agent in Katteewar, dated the 20th December* 1849.

Arrangements having been formerly made for not levying the Customs on vessels driven to, and detained in any port, on account of stress of weather, or for any other similar reason, while going from Bombay to Kurrachee, or any other Bunder, and *vice versâ*, I wrote to you on the subject, but I now beg to add that, according to the said arrangements, I shall not collect the sea

Customs on vessels belonging to the Sirkar, and to the different ports in Katteewar, that may happen to come to my Bunders, on account of stress of weather; but His Highness the Rao of Kutch having only agreed to exempt vessels belonging to Kurrachee and Bombay from the payment of these Customs, and not those belonging to other ports, I shall be obliged to pay to him the Duty on such vessels of my Bunders, as may be driven into ports belonging to Kutch by stress of weather, and for this reason I shall also levy the same on vessels of Kutch, agreeably to my ancient custom.

Dated Sumvut 1906, *Poush Shood 6th, (corresponding with the 20th December* 1849 A. D.)

Written by Suwall Laul Shamjee.

(True translation.)

(Signed) W. LANG,
Political Agent.

MEMORANDUM.—Similar Engagements to the foregoing were entered into by the following additional Chiefs, on the undermentioned dates :—

His Highness the Jam of Nowanuggur.....	On the 20th Dec. 1849.
„ „ „ Joonagur.....	
The Rana of Porbunder.....	
The Seedee of Jafferabad.....	On the 30th Dec. 1849.

KEROWLEE.

Treaty with the Raja of Kerowlee, dated the 9th November 1817.

Treaty between the Honorable English East India Company and MAHARAJ JUDKOOL CHUNDERBHAL HURBUKSHPAL DEO, Raja of Kerowlee, concluded by Mr. CHARLES THEOPHILUS METCALFE, on the part of the Honorable Company, in virtue of full powers from His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, &c., and by MEER UTEEKOOLLA, on the part of the Raja, in virtue of full powers from the said Raja.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the British Government on the one hand, and the Raja of Kerowlee and his descendants on the other.

ARTICLE II.

The British Government takes under its protection the dominions of the Raja of Kerowlee.

ARTICLE III.

The Raja of Kerowlee acknowledges the supremacy of, and will co-operate with, the British Government for ever. He will not commit aggressions on any

one. He will not enter into negociations with any one, without the consent of the British Government. If, by chance, any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government. The Raja is absolute ruler of his own dominions, and the British jurisdiction shall not be introduced therein.

ARTICLE IV.

The British Government spontaneously remits to the Raja and his descendants the tribute which the Raja used to pay to the Peshwa, and which has been ceded by the Peshwa to the British Government.

ARTICLE V.

The Raja of Kerowlee shall furnish troops, at the requisition of the British Government, according to his means.

ARTICLE VI.

The present Treaty, of VI. Articles, having been settled at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Meer Uteekoolla, the ratification of the same, by His Excellency the Most Noble the Governor General and the Maharaj of Kerowlee, shall be delivered at Delhi, within one month from the present date, November 9th 1817.

(Signed) C. T. METCALFE. (L. S.)

The Raja's Seal.

Meer Uteekoolla's Seal.

Company's Seal.

(Signed) HASTINGS.

This Treaty was ratified by His Excellency the Governor General, in Camp, at Sahja, on the fifteenth day of November, one thousand eight hundred and seventeen.

(Signed) J. ADAM,
Secretary to the Governor General.

KOLHAPOOR.

Articles of Agreement made with the MAHA RAJA JEEJABAEE, *at Fort Augustus, under date the 12th January* 1766.

ARTICLE I.

There shall be a perpetual peace and firm friendship re-established between

the Honorable Company and Maha Raja Jeejabaee, the Ranee, their successors and heirs; and for the stricter observance of the following Treaty of peace, Maha Raja Jeejabaee, the Ranee, agrees to send one hostage of note, with his family, to reside at Bombay, and to be maintained at her charge.

ARTICLE II.

Maha Raja Jeejabaee, the Ranee, agrees to pay the Honorable Company seven lacs fifty thousand (7,50,000) Rupees, as restitution for the expenses they have been at, during the troubles subsisting between the respective parties, and maintaining the different garrisons at Fort Augustus, and its dependencies: three lacs sixty thousand (3,60,000) to be paid within two months from the 12th January 1766, the remaining three lacs ninety thousand (3,90,000) to be paid within four years from the date hereof; that is, one lac (1,00,000) for the three first years, and ninety thousand (90,000) the last year; for the performance of which, Maha Raja Jeejabaee, the Ranee, agrees to give two substantial securities, such as may be approved of by the Honorable the President and Council of Bombay, and she also agrees to allow six (6) per cent. exchange on the three lacs sixty thousand (3,60,000) that is to be paid before the delivery of the Fort, which is to be in the following sort of Rupees: Hookery, Peerkhany, Arcoty, Shazaney, and Aurung Shaee; and the remainder to be made good, equal to Bombay Rupees.

ARTICLE III.

The Hon'ble Company, in consideration of Maha Raja Jeejabaee, the Ranee, fulfilling the foregoing Article, do agree, on the payment of the first sum, that is, three lacs sixty thousand (3,60,000), to deliver up to her (Maha Raja Jeejabaee) the Fort of Augustus, formerly called Sindhoodoorg, with the Forts of Rajkote, Surjekote, and Pudrumdoorg; and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

ARTICLE IV.

The Hon'ble Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, &c. of what kind soever, that they may have brought here; and they do give up to Maha Raja Jeejabaee, the Ranee, such guns and carriages as are here, that were belonging to Fort Augustus; also those at Rajkote, Surjekote, and Pudrumdoorg.

ARTICLE V.

Maha Raja Jeejabaee, the Ranee, will permit the Hon'ble Company to build a factory, with warehouses, at Rajkote, or at such place as may be most convenient for them (at which place they will hoist their flag), or any part of her territories, adjacent to the sea-shore, for vending their commodities, and to keep there such servants or people, as also vessels or boats, as they shall think

necessary for conducting the same; and should any of the merchants, or others, her subjects, become debtors to the English, they shall have free liberty to imprison their persons, and seize their effects, and vend them, till satisfaction is made and obtained.

ARTICLE VI.

The English subjects and the subjects of the Ranee shall have free liberty to trade and commerce with each other, without any hindrance or molestation whatever.

ARTICLE VII.

Maha Raja Jeejabaee, the Ranee, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels and boats going under English convoys. In like manner, the English will not molest any vessels or boats belonging to Maha Raja Jeejabaee, the Ranee, or her subjects.

ARTICLE VIII.

Maha Raja Jeejabaee, the Ranee, grants to the English an exclusive right of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities in her territories, and to pass the same through her country.

ARTICLE IX.

Maha Raja Jeejabaee, the Ranee, will allow all merchants or Vunjaras free liberty to pass and repass her territories, to and from the English factory at Malwun, near Rajkote, or at any place where they build one, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the duties, agreeable to the custom practised at Gheria, Rajapoor, and no more, on any pretence whatever; and whatever goods are landed at the English factories, no customs whatever are to be levied: when they are carried out by the merchants, then they are to pay the duties, agreeable to the custom before-mentioned.

ARTICLE X.

Maha Raja Jeejabaee, the Ranee, will not entertain in her service any people belonging to the English, whether Europeans or others, but on the contrary, give strict orders to her officers to seize such as may be seen in her dominions; nor suffer any European deserters to pass through her country, but return them to the Resident of the English factory, on promise of pardon, whether they be applied for or not. The English will observe the same in respect to the subjects of the Ranee; and slaves to be returned on both sides.

ARTICLE XI.

If any vessels or boats belonging to the English, their subjects or allies, at any

time be driven ashore, or wrecked, in any part of the Ranee's dominions, she agrees to afford all suitable assistance for the preservation of men, vessels, and their cargoes; and whatever part thereof may be saved, to be delivered to the lawful owners without any salvage whatever, except the labourers' hire. The English, on their parts, to observe the same in respect to the subjects of the Ranee, their vessels or boats.

ARTICLE XII.

Maha Raja Jeejabaee, the Ranee, will not, by menaces or otherwise, directly or indirectly, plunder, or in any shape molest the inhabitants or others that may have served or lived under the protection of the English, during the time they had possession of Fort Augustus and its dependencies, but permit them to enjoy peaceably their houses, lands, and tenements, in the same free and ample manner as when the Malwun Government subsisted, before the English took that place.

ARTICLE XIII.

The Hon'ble Company will, at the same time that Fort Augustus is delivered up to Maha Raja Jeejabaee, the Ranee, deliver to her the prisoners taken in Sindhoodoorg Fort when they conquered it, and who are now at Bombay.

ARTICLE XIV.

Maha Raja Jeejabaee, the Ranee, agrees, should the Honorable Company be attacked, and they should require her assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honorable Company, in like manner, agrees to assist the Ranee, should it be convenient for them.

Agreement concluded with the Kolhapoor State, under date the 25th November 1792.

Lieutenant WILLIAM THOMAS SANDIFORD, Persian Interpreter to the Honorable Major General Robert Abercromby, President and Governor of Bombay, and BALAJEE RAM, Commandant of Cavalry to Siwajee, Raja of Kolhapoor, being invested with full powers to form a Convention for the purposes of settling the debt due by the said Raja to the Honorable Company, and likewise for satisfying the Merchants under the protection of the Presidency of Bombay for the losses they have sustained by the Malwun fleet, since the year one thousand seven hundred and eighty-five, have agreed to the following Articles, viz :—

ARTICLE I.

The friendship that formerly subsisted between the Honorable Company and the Raja of Kolhapoor, is hereby renewed and confirmed, and the disputes

that have lately subsisted between the two Governments will be settled, when the following Articles are executed and fulfilled.

ARTICLE II.

The Raja of Kolhapoor hereby agrees to discharge the balance due by him to the Honorable Company, agreeably to his engagement with Mr. Brome, in three separate payments, the first payment to be made on the first day of January one thousand seven hundred and ninety-three, and the others on the first of every succeeding January, until the whole is discharged, which shall be done on the first of January one thousand seven hundred and ninety-five.

ARTICLE III.

The above debt due by the Kolhapoor Raja to the Honorable Company, having for many years borne interest, which, from the distresses of the Kolhapoor Government for a length of time past, the Raja has been totally unable to pay, he therefore throws himself on the mercy of the Honorable Company, in hopes of their relinquishing a demand he is without resources to discharge. It is therefore agreed, that if the other parts of this Convention are faithfully and fully complied with on the part of the Raja, no demand shall be made for the said interest.

ARTICLE IV.

The Raja of Kolhapoor, in order to satisfy the Merchants for the losses they have sustained by his fleet, since the year one thousand seven hundred and eighty-five, the account of which calculated with interest to the thirty-first of July one thousand seven hundred and ninety-two, has been transmitted to him by the Honorable Major General Robert Abercromby, President and Governor of Bombay, agrees to pay immediately (and he has sent for that purpose by Balajee Ram) twenty thousand Rupees, and will agree to pay a further sum of thirty-five thousand Rupees, to be made good in four different payments : the first to be paid on the first of next March, and the others on the first of every succeeding March, until the whole is discharged, which shall be considered as a full compensation for the losses they have sustained.

ARTICLE V.

As a security for the payments before mentioned, and at the same time to convince the Honorable Company that no interruption shall in future be given by his fleet to any vessels sailing with English passes, the Raja of Kolhapoor hereby agrees to a factory being established on the Island of Malwun, where the English flag shall be hoisted, until the several claims are discharged, or to be permanent, at the option of the Honorable Company. The Raja will likewise grant the English a factory, if required, at Kolhapoor, where he resides himself; and the provisions wanted for as many Sepoys as the Honorable Company shall keep

at both of these factories, shall be supplied at the Raja's own expense, until these Articles are fully executed.

ARTICLE VI.

Balajee Ram being invested with full powers from his master, the Kolhapoor Raja, to conclude this Agreement and to sign the same, and affix the public seal given to him by the Raja for that purpose, it becomes binding on the said Raja when signed and sealed by the said Balajee Ram. On the part of the Honorable Company this Convention becomes binding if approved of by the Right Honorable Charles Earl Cornwallis, K. G., Governor General of India, and full powers are delegated by him for the same to be signed and sealed on behalf of the said Honorable Company.

Agreed on at Bombay, by Lieutenant William Thomas Sandiford, Persian Interpreter to the Hon'ble Major General Robert Abercromby, President and Governor of Bombay, on the one part; and Balajee Ram, Commandant of Cavalry to the Raja of Kolhapoor, on the other, this twenty-fifth day of November, in the year of our Lord one thousand seven hundred and ninety-two.

The original of the above Agreement, written in the Muratha language, is signed.

Seal.

Signature of BALAJEE RAM SUR LUSHKUR.

By order of his Master, the Raja of Kolhapoor.

MEMORANDUM.—The above Treaty was ratified by the Governor General in Council, under date the 24th December 1792.

Agreement with the Raja of Kolhapoor, dated the 1st October 1812.

Articles of Agreement concluded between the Raja of Kolhapoor and the Honorable MOUNTSTUART ELPHINSTONE, Resident at Poona, on the part of the British Government, and accepted by the Raja of Kolhapoor on the 1st of October 1812.

ARTICLE I.

There shall be perpetual peace and friendship between the allied Governments of the Honorable Company and His Highness the Peshwa on the one part, and His Highness the Raja of Kolhapoor on the other.

ARTICLE II.

The Raja of Kolhapoor on his own part, and on that of his heirs and succes-

sors, hereby renounces all right and claim of whatever description on the districts of Chikoree and Munolee, and all dependencies which have hitherto been comprehended in those districts. The districts aforesaid are henceforward to belong in absolute sovereignty to Rao Pundit Prudhan Peshwa Bahadoor, his heirs and successors.

ARTICLE III.

All the forts and country taken in consequence of the wars occasioned by the disputed claims to Chikoree and Munolee, from the Raja of Kolhapoor, within the last four years, i. e. since the month of September 1808, and now occupied by the troops of Rao Pundit Prudhan Peshwa Bahadoor, shall be immediately restored to the Raja of Kolhapoor.

ARTICLE IV.

The Raja of Kolhapoor hereby renounces all other claims of whatever description on Rao Pundit Prudhan Peshwa Bahadoor, and on all and every part of his dominions, with the exception of the new conquests mentioned in the third Article; His Highness the Maharaja likewise renounces all claim upon Neepanee; His Highness the Raja of Kolhapoor hereby further renounces all claims of whatever description on all the Peshwa's subjects, of whatever rank and denomination.

ARTICLE V.

For the security of the British trade against a renewal of the piratical depredations formerly practised by the Raja of Kolhapoor's subjects, the Raja of Kolhapoor hereby agrees, on his own part and on the part of his heirs and successors, to cede to the Honorable Company in perpetual sovereignty the harbour of Malwun, that is to say, the fort and island of Sindhoodoorg or Malwun, and the forts of Pudumgur, Raj-kote, and Sirjé Kote, with the lands dependent on the said forts, and the British troops shall immediately be put in possession of the said forts and their dependencies.

ARTICLE VI.

His Highness the Raja of Kolhapoor engages on his own part, and on that of his heirs and successors, never to employ any armed vessels, or to permit any armed vessels to be fitted out at, or to enter any of the sea-ports which may remain in His Highness's possession, after the cession of the places beforementioned, or which he may hereafter acquire; and the Raja agrees that the Honorable Company's vessels shall have the right to search all vessels that may be in the said ports, or that may have sailed from them; and that if any arms are found in vessels so searched, the said vessels shall be lawful prize to the Honorable Company. The Raja further engages to permit agents on the part of the Honorable Company to reside in all ports in his dominions, or which may hereafter fall into his hands, for the purpose of ascertaining the state of all vessels lying in such ports, and to permit the said agents to search the said vessels.

ARTICLE VII.

If any ship bearing the British flag, or furnished with a British pass, or belonging to the allies of the British Government, should hereafter put into the Raja of Kolhapoor's ports, or be driven by stress of weather, or any other cause, upon his shores, His Highness the Raja of Kolhapoor engages on his own part and on that of his heirs and successors, that all practicable assistance shall be rendered to such vessels. And the Raja further agrees, that no claim shall be advanced by himself or any of his subjects on any vessel, belonging to whatever nation, that may be ship-wrecked or driven by stress of weather upon his shores.

ARTICLE VIII.

In consideration of the cession of the harbour of Malwun, and on condition of the effectual suppression of piracy, the Honorable Company engages to guarantee such territories as shall remain in the Raja of Kolhapoor's possession against the aggression of all Foreign Powers and States.

ARTICLE IX.

With a view to the full execution of the agreement contained in the foregoing Article, His Highness the Raja of Kolhapoor, on his own part and on that of his heirs and successors, engages not to pursue any measures of hostility against Foreign States, without the previous consent of the Honorable Company; and if any differences shall in future arise between His Highness, his heirs and successors, and any Foreign Power or State, the Honorable Company shall apply themselves to the adjustment of such differences, conformably to justice and propriety; And His Highness the Raja of Kolhapoor agrees, that whatever adjustment of such differences the Honorable Company shall determine, His Highness shall acquiesce in, and abide by. His Highness the Raja of Kolhapoor, on his part, and on that of his heirs and successors, engages not to urge any claims on Foreign States which may have originated previously to the date of this agreement.—Should the conditions contained in this Article not be fulfilled by the Raja, the 8th Article is to be considered null and void.

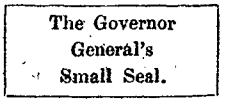
ARTICLE X.

And whereas various demands subsist on the part of the Honorable Company against His Highness the Raja of Kolhapoor, in consequence of depredations formerly committed on the trade of the Honorable Company and its subjects; The Honorable Company being convinced of the Raja's inability to satisfy those demands, and of his sincere desire to prevent a repetition of the injuries formerly complained of, consents to relinquish all pecuniary claims and demands whatsoever against the Raja of Kolhapoor.

What is written in the above ten Articles is hereby agreed to.

Done at Kurveer on the 24th of Ramzan.

(A true translation.)
(Signed) M. ELPHINSTONE,
Resident at Poona.



(Signed) MINTO,
H. T. COLEBROOK,
N. B. EDMONSTONE.

Ratified by the Right Honorable the Governor General in Council, at Fort William, Bengal, this 13th day of November 1812.

(Signed) J. MONCKTON,
Persian Secretary to Government.

Articles of Agreement concluded on the 24th January 1826, between SHAHAJEE CHUTRUPUTEE MAHA RAJ KURVEER, *the Raja of Kolhapoor, and the British Government.*

PREAMBLE.—Whereas a Treaty of peace and friendship was concluded between the British Government and the Raja of Kolhapoor on the 1st October 1812, and whereas certain misunderstandings have since arisen; with a view to the removal of those misunderstandings and to the confirmation of the alliance, the following Articles have been agreed on, between the two Governments.

ARTICLE I.

Such parts of the former Treaty concluded on the 1st October 1812, as are not affected by the provisions of the present engagement, shall remain in full force, and are mutually binding on the contracting parties.

ARTICLE II.

The Raja of Kolhapoor engages to reduce his army to the peace establishment, and never to raise or assemble such a force as shall be likely to endanger the public tranquillity within or without his territories, unless with the previous consent of the British Government. The Raja further engages to attend to the advice of the British Government on all measures calculated to affect the public tranquillity. But this Article is no wise to diminish the independence of the said Raja, as a sovereign prince.

ARTICLE III.

The Raja of Kolhapoor engages never to molest Hindoo Rao Ghatgay Kagulkur, or Narayun Rao Ghorpuray Inchulkurnjeekur, in the enjoyment of their respective lands and rights, according to ancient custom.

ARTICLE IV.

The Districts of Chikoree and Munolee were transferred to the Raja of Kolhapoor by a Sunud under the signature of Major General Sir Thomas Munro, Bart., K. C. B., but have not yet been mentioned in any Treaty or Agreement. The Honorable East India Company now acknowledges them to be ceded to the Raja of Kolhapoor in full sovereignty; the Raja engaging on his part to respect the rights and privileges of the Zumindars, Inamdars, and Wutundars of the said Districts.

ARTICLE V.

His Highness the Raja of Kolhapoor hereby recognizes the award of the British Government, made in 1822, relative to the half Umuls in the Sawunt Waree territory, and engages to respect the rights of the Waree State conferred by that award. He also consents to the territorial arrangement of assigning to him an equivalent in land, in such part of the Carnatic Collectorate as may be allotted to him by the British local authorities.

ARTICLE VI.

The Raja of Kolhapoor engages never to grant an asylum to the enemies of the British Government, nor to rebels. The Raja also promises, that if any robbers or other offenders issuing from his territories shall commit robberies or other offences in those of the British Government or of other states, His Highness will apprehend them and deliver them up, and His Highness further consents, that in case he shall not fully restrain such offenders, the British Government shall give due notice to the Raja, and shall, after such notice, be competent at all times to send its troops and police into His Highness's territories for the apprehension of the said offenders, and His Highness shall afford any necessary assistance to the troops or police to enable them to discover and apprehend the objects of their pursuit. If any persons who have committed offences in the Raja's territory shall take refuge in that of the Company, the British Government will, after due investigation, adopt such measures in regard to the said offenders as equity and justice may appear to require, adopting at the same time every means to prevent their committing any acts injurious to the Territories of the Raja.

ARTICLE VII.

The Raja of Kolhapoor promises to continue to Bhaoo Maharaj and Baba Maharaj, their respective lands and rights, agreeably to the Schedule annexed.

The guarantee of the British Government to the enjoyment of the above lands and rights shall only continue during the life-time of the above mentioned persons, but the rights of their descendants, as founded on Sunud or custom, shall not be prejudiced by the cessation of the said guarantee

ARTICLE VIII.

The Raja having given his unqualified assent to the demand upon him for the injuries occasioned to the several individuals whose possessions and rights he had evaded, according to the Schedule annexed, hereby agrees to pay such sums as may be adjusted after a full investigation into the extent of the losses actually incurred, and, in failure thereof, within sixty days after such final adjustment, to transfer to the British Government such portions of the Purgunas of Chikoree and Munolee as were formerly ceded to the Kolhapoor Raja, for such term of years as may be necessary to collect a sum equal to the amount due, the principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of those Purgunas.

This agreement, agreed to at Kolhapoor on the 30th December 1825, between T. H. Baber, Esq., Political Agent, on the one part, and by Krushna Rao Gurdé and Jeewun Rao Jadhow, Huvaldar, on the other, is confirmed, with certain modifications, by the Governor in Council of Bombay, on the 24th January 1826, and will be binding on both parties, unless disapproved of by the Governor General in Council.

The Seal of Shahajee Chutruputee Maha Raj Kurveer, the Raja of Kolhapoor.

(Signed) T. H. BABER,
Political Agent.

L. S.

Confirmed.

(Signed) M. ELPHINSTONE.
" J. WARDEN.
" R. F. GOODWIN.
" J. J. SPARROW.

Ratified by the Right Honorable the Governor General in Council, at Fort William in Bengal, this tenth day of March, one thousand eight hundred and twenty-six.

Seal of the Governor General.

(Signed) AMHERST.
J. H. HARINGTON.
W. B. BAYLEY.

By command of the Right Honorable the Governor General in Council,

(Signed) GEO. SWINTON,
Secretary to the Government.

Articles of Agreement concluded on the 15th March 1829, between the Raja SHAHOO CHUTRUPUTEE KURVEERKUR, *Raja of Kolhapoor, and the British Government.*

PREAMBLE.—Whereas a Treaty of peace and friendship was concluded between the British Government and His Highness the Raja of Kolhapoor, on the 24th of January 1826, and whereas His Highness having committed several acts in direct violation of the said Treaty, and in hostile opposition to the British Government, a Preliminary Treaty for repealing, altering, and confirming respectively the conditions of the aforesaid Treaty and providing for others of a new nature, was agreed to at Kolhapoor on the 24th of October A. D. 1827, between Raja SHAHOO CHUTRUPUTEE MAHARAJ, Raja of Kolhapoor, on the one part, and JOSIAH NISBET, Esquire, Political Agent, on the other; and whereas it has been deemed advisable to modify certain parts of the said Preliminary Treaty, the following Articles are now finally agreed on by the two Governments:—

ARTICLE I.

In the second Article of the aforesaid Treaty His Highness Chutruputee Saheb engaged to "reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquillity within or without his dominions, unless with the previous consent of the British Government," notwithstanding which, His Highness lately collected a large army, and, in spite of all advice from the British Government, proceeded to commit a variety of excesses; it has therefore become requisite to limit the number of His Highness' troops, and His Highness hereby engages not to keep more than 400 horse (including "Khas Paga," "Surunjamee," "Shetsundee," &c.) and 800 infantry, exclusive of moderate garrisons for his forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.

ARTICLE II.

In the fourth Article of the above Treaty the British Government "ceded the districts of Chickoree and Munolee in full sovereignty to His Highness, he engaging on his part to respect the rights and privileges of the Zumindars, Inamdars, and Wutundars of the said Districts." When this grant was made by the British Government, it was hoped that peace and good-will would have subsisted for many generations between the two Governments, but instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British Government; and in violation of the above condition, has repeatedly infringed the rights of the Inamdars and Wutundars of those Talookas: it therefore becomes necessary that His Highness should give back to the British Government the said Talookas, in the same state in which he received them, and His Highness hereby agrees to do so.

ARTICLE III.

In the seventh Article of the said Treaty the possessions of Bhaoo Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only, (provision being made, that the "rights of their descendants, as founded on Sunud, or custom, should not be prejudiced by the cessation of the said guarantee.") As, however, His Highness Chutruputee Saheb has never ceased to annoy and distress these persons, by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their descendants, and His Highness accordingly engages never to molest them.

ARTICLE IV.

Maharaj Chutruputee Saheb having, on the death of Wishwas Rao Ghatgay, resumed all but two of the eight and a half villages held by him in the Kagul Talooka, now engages to restore the whole to the heir of the deceased, and never again to interfere with them.

ARTICLE V.

It having been deemed necessary, in consequence of the number of robberies committed on "Surunjamdars," and other persons under the protection of the British Government, by the inhabitants of Akavut, and of its being a place of general resort for robbers, that it should be given up to the British Government, the Maharaj hereby engages to cede the same, together with lands adjoining, to the value of 10,000 Rupees per annum.

ARTICLE VI.

His Highness Chutruputee Saheb having compelled the British Government, by various acts of aggression committed in direct breach of the above Treaty, to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the forts of Kolhapoor and Punalagur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expense of such garrisons.

ARTICLE VII.

His Highness Chutruputee Saheb having hitherto neglected to afford redress to Govind Rao Saheb Putvurdhun, Appajee Rao Seetolé, Bhaoo Maharaj, and Baba Maharaj, for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these, and other Chiefs under the protection of the British Government, His Highness hereby engages to pay, as per annexed Schedule, the sum of one lac, forty seven thousand, nine hundred and forty-eight Rupees (1,47,948), the same being the aggregate amount of claims, admitted after a full investigation, to be due to the injured parties; and His Highness further

agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual Revenue of 50,000 Rupees. The principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected and expenses of management, during the occupation of the said territory.

ARTICLE VIII.

The British Government deeming it necessary to appoint a Chief Minister for the future management of the Raja's Government, His Highness Chutruputee Saheb hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said Minister, as they may see fit.

ARTICLE IX.

Such parts of the former Treaty, concluded on the 24th day of January 1826, as are not affected by the provisions of the present Agreement, shall remain in full force, and are mutually binding on the contracting parties.

The above nine Articles agreed to at Kolhapoor, the 9th day of Rumzan (corresponding with the 15th March A. D. 1829).

Small Murathee Seal of the Kolhapoor State.

(Signed) J. NISBET,
Political Agent.

This Definitive Treaty, agreed to at Kolhapoor, on the 15th of March 1829, between Raja Shahoo Chutruputee Kurveerkur, Raja of Kolhapoor, on the one part, and Josiah Nisbet, Esq., Political Agent, on the other, is now confirmed by the Governor in Council of Bombay on the 15th of July 1829, the preliminary Treaty of the 24th of October 1827, above referred to, having been previously confirmed in like manner.

(Signed) J. MALCOLM.
" T. BRADFORD.
" J. ROMER.

Ratified by the Right Honorable the Governor General in Council at Fort William in Bengal, this twenty-first day of August, one thousand eight hundred and twenty-nine.

Company's Seal.

(Signed) W. BENTINCK.
" COMBERMERE.
" W. B. BAYLEY.
" C. T. METCALFE.

By Command of the Right Honorable the Governor General in Council.

(Signed) G. SWINTON,
Chief Secretary to Government.

MEMORANDUM.—Articles I. to IX. of the "Preliminary Treaty" of the 24th October 1827, above referred to, being verbatim the same as Articles I. to IX. of the above "Definitive Treaty" of the 15th March 1829, the Preliminary Treaty is omitted from the present compilation.

Proclamation issued on the 11th March 1841, by His Highness the Raja of Kolhapoor, SOORSUN JHIDE ARBYNE MYATYNE WU-ULUF, *prohibiting Suttee in that Territory.*

Know all our subjects, the British Government, considering the rite of self-immolation, as performed by females, inhuman, has abolished its performance within their territory, and accordingly recommended the same to us. We have considered on the subject, and have resolved to abandon the rite within our rule. We therefore proclaim that no person perform "Suttee" within our dominions: should any female resolutely determine on performing Suttee, it is incumbent on all the respectable people of the village to which she belongs, as also her neighbours, and Wutundars, and Kumavisdars, to refrain from lending her any aid, and to use their remonstrance to induce her to abandon the resolution; they should also ascertain the cause of her wishing to perform self-immolation, whether it is owing to grief, or otherwise, and a promise should be held out to her of relief being afforded; the person or persons so preventing her will report the matter to the head of the village, who will communicate the same to the Mamlutdar, and he will make the same known to us, when he will take measures in accordance with the usage of her caste.

17*th Sufur (corresponding with* A. D. 11*th March* 1841).

(True translation.)

(Signed) A. N. SHAW,
Acting Political Agent, Southern Mahratta Country.

Seal.

KUTCH.

Articles of Agreement concluded on the 26th October 1809, between the Honorable East India Company and the Kutch State.

Articles of Agreement between the Honorable East India Company, entered

into by Captain SAMUEL ADAM GREENWOOD, under the orders of Lieutenant Colonel Walker, Resident, with the VIZIERAT JUMADAR FUTTEH MAHOMED, and his son NOTIAR HOOSSEIN MEEJEE, on behalf of the Maha Rao Shree Roydhunjee, viz.

ARTICLE I.

As friendship exists between the Government of the Hon'ble Company and the Government of the Maharaj Anund Rao Gaekwar Senakhaskhel, on the one part, and the Government of the Maha Rao Shree Roydhunjee on the other, it is agreed that no troops shall cross to the country to the East, or opposite side of the Gulf and Runn, lying between Kutch and Guzerat, nor shall any claim or interference be therein maintained.

ARTICLE II.

The above Article is indispensable, but as the Maha Rao Mirza Roydhun possesses old claims on Noanuggur, it is agreed that these, as well as any other demands, either pecuniary or otherwise, which exist or may arise, shall be settled agreeably to equity and justice, and with due regard to the character of Maha Rao Shree, by the decision of three people, one on behalf of the Honorable Company, one on behalf of the Maha Rao Shree, and a third on behalf of the parties on whom the claims are made.

ARTICLE III.

The Maha Rao Shree Roydhun engages that piracy shall be eradicated throughout the country of Kutch; should any piracy take place, the pirates shall be punished, and expelled from the country.

ARTICLE IV.

Maha Rao Shree Roydhun engages not to permit any establishment whatever to be made in the country, by any European or American power, or any of those nations to remain therein.

To the truth of the above God is witness.

Dated 16*th of Rumzan* 1224, *Hijree, (corresponding with the* 3*rd of Ashwin Vud* 1865, *Sumvut, and the* 26*th October* 1809, A. D.)

(A true translation.)

(Signed) S. A. GREENWOOD, Assistant.

Engagement with Dewan Hunsraj Samidass, of Mandavee (Kutch), dated the 28*th October* 1809.

Articles of Engagement entered into by DEWAN HUNSRAJ SAMIDASS, of

Mandavee Bunder, with Captain SAMUEL A. GREENWOOD, on behalf of the Honorable Company, as follows:—

ARTICLE I.

As friendship exists between the Government of the Honorable Company and the Government of the Maharaja Senakhaskhel Shumsher Bahadoor, on the one part, and the Government of Maha Rao Shree Roydhun, on the other, I do hereby agree, that no troops shall cross to the country on the opposite side of the Gulf and Runn (lying between Kutch and Guzerat), nor shall any claim or interference be maintained therein. Should any claim or dispute arise, the same shall be settled by arbitration, under the mediation of the Company.

ARTICLE II.

Hunsraj Sa Dewan engages, on behalf of the Maha Rao Roydhun, that piracy shall be eradicated throughout the territories subject to Mandavee; should any act of piracy occur, the pirates shall be punished, and expelled the country.

ARTICLE III.

Hunsraj Sa Dewan also engages, on behalf of the Maha Rao Roydhun, not to permit any European or American power to form an establishment at Mandavee, and its dependencies, nor to permit any of these nations to remain therein.

Dated 1865, *Ashwin Vud 5th, (corresponding with 28th October* 1809, A. D.)

What is above written is truth.

(Signed) HUNSRAJ SAMIDASS.

(True translation.)

(Signed) SAMUEL A. GREENWOOD, Assistant.

Engagement with DEWAN HUNSRAJ SAMIDASS, *of Mandavee (Kutch), dated the 12th November* 1809.

I, Hunsraj Samidass, of Mandavee Bunder, the Dewan and servant of Maha Rao Mirza Roydhun, wishing to preserve and secure to my sovereign and master the possession of Mandavee Bunder, in peace and tranquillity, do hereby require the protection of the Honorable Company on the following terms and conditions:—

1.—The town and port of Mandavee, its villages and dependencies, to be maintained in my possession, on behalf of the said Maha Rao Mirza Roydhun, to whom, his heirs and successors, the said dependencies shall be restored under the guarantee of the Company, whenever he or they shall be restored to the

exercise of their legal and uncontrolled authority; and when my sovereign shall assume the government of this country, this port of Mandavee and its dependencies shall be delivered up to him.

2.—In order to give effect to the above Article, and to ensure its execution, an Agent on the part of the Honorable Company, who shall be attended by a guard of 40 men, shall reside at Mandavee, so long as the place may remain in my possession; but to be afterwards subject to such arrangement in respect to remaining, or being dismissed, as the sovereign Maha Rao may agree to.

3.—For the expenses of the establishment an annual Nuzurana of Rupees 18,000 shall be paid to the Honorable Company's Government, in four instalments, commencing from the arrival of the Company's Agent.

4.—In the event of any persons attempting to gain possession of Mandavee, and its dependencies, the Honorable Company will be pleased to extend their aid and protection, to the extent of two battalions, with their proportion of artillery, the expenses of which shall be defrayed at the rate of Rupees 32,500 per month for each battalion, payable in monthly instalments, during the employment of the troops, and to be returned when I have no further occasion for them.

5.—It is to be understood that the employment of this force is intended solely for the defence of Mandavie, and for its preservation under my management, and therefore should any person become the enemy of Mandavee, the Sirkar will arrange with them.

6.—My sole object being to secure, under the protection of the Honorable Company, the possessions of my sovereign in peace and tranquillity, I engage to enter into any terms of accommodation with Futteh Mahomed that may appear advisable and conducive to this end, and which may receive the sanction of the Honorable Company.

Signed for Set Hunsraj Samidass by Jooer Sa.

What is above written has my consent when the parties arrive.

Dated Sumvut 1866, *Kartik Sood 5th (corresponding with 12th November* 1809).

(A true copy of the translation.)

(Signed) S. A. Greenwood, Assistant.

Memorandum.—This engagement was ratified by the Right Honorable the Governor General of India on the 6th January 1810.

Articles of a Treaty of Alliance between the Hon'ble English East India Company and His Highness Maharaj Mirza Rao Bharmuljee, *of Kutch, agreed to by both Governments, dated the 14th January* 1816.

Article I.

A firm and lasting peace and amity shall hereafter exist between the contracting Governments.

ARTICLE II.

The people of the Kutch District of Wagur, having committed unprovoked depredations in the Mahals of their Highnesses the Peshwa and Gaekwar, in the Peninsula of Katteewar, the Maha Rao engages to reimburse the losses sustained by their aggressions, and also to defray the military expenses incurred in consequence, according to a separate Deed, by which the Maha Rao engages to abide.

ARTICLE III.

His Highness the Maha Rao engages to become responsible to the Peshwa's and Gaekwar's and Honorable Company's Governments for any loss which their subjects may hereafter sustain by depredations from subjects of the Kutch State.

ARTICLE IV.

The subjects of the Kutch State shall on no account cross the Gulf or Runn for hostile purposes, neither shall they cross to act against the subjects of the Honorable Company or those of Shreemunt Peshwa or the Gaekwar. The subjects of the aforesaid three Governments shall (in like manner) not cross the Gulf or Runn for hostile purposes against the Rao's subjects. The fort of Anjar, &c., having been ceded to the Honorable Company, no objections exist to troops and stores crossing the Gulf or Runn for that place.

ARTICLE V.

His Highness the Rao binds himself to suppress in the most effectual manner, the practice of piracy throughout his dominions and coasts, and engages to make good any losses sustained by vessels sailing under the pass of the Honorable Company, by piracies committed from the ports in Kutch. The practice of confiscating property wrecked on the coast, shall from this date be suppressed, and His Highness engages to cause all property thus sequestrated, to be returned to the legal owner.

ARTICLE VI.

His Highness the Rao engages that no foreign European or American force of any description, or Agent of any of those powers, shall be permitted to pass through or reside in the State of Kutch.

ARTICLE VII.

The Rao binds himself to prohibit the admission of Arab mercenaries into Kutch. Arabs resorting for mercantile purposes shall not be permitted to leave any of their followers; they shall return with the merchants. This shall be particularly attended to. In consideration, however, of the situation of Lukput, on the borders of Sind, and for the object of keeping the District of Wagur in

subjection, the Rao shall retain in his service Arab Sebundy, not exceeding in number four hundred men.

ARTICLE VIII.

The Honorable Company, in consideration of the distracted state of the Government of Rao Bharmuljee, and its inability to fulfil the above obligations without aid, engages to cause such possessions as have been alienated by the treachery of his servants to be restored to His Highness' authority: any of the servants above alluded to, returning to their allegiance, through the mediation of the Honorable Company, shall have their affairs arranged in a manner meeting the wishes of both Governments.

ARTICLE IX.

The District of Wagur, a dependency of the Kutch State, will require to undergo a thorough reform. The prohibition which exists to the Rao entertaining Arab Sebundy beyond a limited number, disables him from effecting a settlement of that District satisfactorily to the Honorable Company. The latter, therefore, agree to aid His Highness with a force to arrange this Talooka, in a manner suitable to the objects of both Governments, so that it remain obedient to the Rao's authority, who binds himself, as in Article 3rd, to be responsible for the future acts of the people.

ARTICLE X.

As a friendly return for the essential services thus engaged to be performed, His Highness the Rao agrees to cede to the Honorable Company in perpetuity the Fort of Anjar, with villages including Toona Bunder, and in addition engages to pay in perpetuity an annual sum of two lacs of korees, in cash, to the Honorable Company. The particulars of this Article are contained in a separate Deed.

ARTICLE XI.

The slaughter of cows and bullocks being directly at variance with the religion of the Jharejas, and the greater portion of the natives of Kutch, the Honorable Company engage to abstain from the slaughter of those animals within the limits of Kutch, and from violating the religious prejudices of the Rao's subjects.

ARTICLE XII.

His Highness the Rao engages not to allow a Bharwuttia of the Shreemunt Peshwa, Gaekwar, or Honorable Company's Governments, to reside within his territory; and (in like manner) the above three Governments engage not to permit a Bharwuttia of the Rao's country to reside in their Mahals. In the event, however, of a Bharwuttia residing within a foreign State, and commit-

ting acts of depredation from thence, the power affording him an asylum shall be considered responsible.

ARTICLE XIII.

A representative of the Honorable Company's Government shall reside with the Rao in the Capital, in order that all questions which may arise between the contracting Governments be discussed in a friendly manner, and the engagement of both parties be watched over and preserved inviolate. This Vakeel shall not listen to any complaints, either from the Rao's Bhayat or his Minister; at the Rao's request, however, the Sirkar will afford him its best advice.

The above thirteen Articles of Treaty shall be adhered to by the Rao, his heirs and successors, and the Honorable Company.

Done at Bhooj, on the 14th day of January, A. D. 1816.

Large Seal of His Highness the Rao of Kutch.

(Signed) JAMES MACMURDO,
Employed on a Mission to Kutch by the Bombay Government.

MEMORANDUM.—This Treaty was ratified by the Right Honorable the Governor General of India in Council, on the 9th March 1816.

Translation of a Deed executed by MAHARAJ MIRZA RAO BHARMULJEE, *of Kutch, in favor of the Honorable English East India Company, dated the 16th January* 1816.

ARTICLE I.

My Sirkar, as a friendly gift, has for ever done over to you by Deed, the fort of Anjar, with villages, including Toona Bunder, according to the following list:—

Villages	Anjar Town.	Pudanoo.	Sutapur.
	Meethee Roher.	Rapur.	Sapurda.
	Keedanoo.	Borichoo Meghpur.	Sugallia.
	Rutnal.	Vursameree.	Naugulpur (large).
	Puswaliyoo Kharoor.	Toona (port inclusive).	Khokhra.
	Ditto Meetho.	Kharee Roher.	Bheemaser.
	Sindoogurd.	Sinotee.	Neegal.
	Naugulpur (small).	Anturjal.	Morsur.

According to the above list, I have given you the Fort and Bunder inclusive, twenty-four villages, and surrender to you all sovereignty, control, and produce

in those places that my Sirkar has enjoyed. Any charitable, religious, or other ancient gifts of my Government, shall be investigated by the Honorable Company, and on authentic papers being produced, the Honorable Company's Government shall continue them.

Geerasias, who have enjoyed Geeras from ancient times in the Purgunas, or in Anjar, shall not be obstructed by the Honorable Company in receiving their produce. Disputes regarding villages, boundaries, or disputes of any kind, between the subjects of the two Governments, shall be adjusted by two persons on the part of the Sirkars agreeably to justice; one Sirkar shall not send orders or Moksils to the subjects of the other. Subjects or inhabitants of the above places, coming to me to complain, I shall not listen to them.

ARTICLE II.

In addition to the above deed, I have agreed to pay to the Honorable Company from my Government an annual sum of two lacs of Rao Shace korees. This cash is to be paid in two khists, as follows :—

1,00,000	1 lac korees, on Ashadh Shood 2nd.
1,00,000	1 lac korees, on Poush Shood 2nd.
2,00,000	

In this manner I am to pay two lacs of korees annually for ever. And should the korees not be paid on the stipulated dates, I am to pay interest at the rate of nine per cent. per annum.

I have given these two Articles in writing to the Honorable Company's Sirkar, of my own free will; I and my heirs and successors are to abide by them.

Done Sumvut 1872, *Poush Vud 2nd (Tuesday, 16th January* 1816).

Large Seal of His Highness the Rao of Kutch.

(True translation.)

(Signed) J. MACMURDO.

MEMORANDUM.—This deed was ratified by the Right Honorable the Governor General of India in Council, under date the 9th March 1816.

Supplemental Treaty with His Highness the Rao of Kutch, dated the 18th June 1816.

PREAMBLE.—The Honorable Company and the Rao's Sirkars concluded a

Treaty of 13 Articles on the 14th January 1816; supplementary to these, however, the following two Articles are valid.

ARTICLE I.

The Right Honorable the Governor General in Council has ratified the thirteen Articles of Treaty concluded on the 14th January 1816, between the English Sirkar and that of His Highness the Rao; but as His Highness' Government is newly established, and is responsible in the 2nd Article of the Treaty for a debt of twenty lacs of rupees, which it would find much difficulty in discharging, the Honorable Company, guided by feelings of friendship, relinquishes as a voluntary gift the sum of eight lacs, thirteen thousand, and eight hundred and seventy-six rupees, being the amount charged to its military expenses.

ARTICLE II.

In order still further to aid the Maha Rao's Government, and as a testimony of the interest which the Honorable Company takes in its welfare, the latter does of its own free will relinquish the annual sum of two lacs of korees, which the Rao has agreed to pay by the tenth Article of the aforesaid Treaty. It is hoped that these disinterested and friendly aids conferred by the Honorable Company's Government on His Highness the Rao, will induce the latter to repose perfect confidence, to act with unanimity, and to preserve inviolate the stipulations contained in the original Treaty.

Done at Bhooj, this Tuesday the eighteenth day of June, A. D. 1816.

(Signed) JAMES MACMURDO,
Resident at Bhooj.

Large Seal of His Highness the Rao of Kutch.

MEMORANDUM.—This Supplemental Treaty was ratified by the Right Honorable the Governor General of India in Council, on the 21st September 1816.

Engagement entered into through the mediation of Captain MACMURDO, *Resident at Bhooj, with the Kutch Durbar, by the Waghela and Jhareja Chiefs of Wagur.*

Deed passed to MAHA RAO SHREE DESULJEE by WAGHELA VEESAJEE, SUTAJEEANEE, PREMSINGJEE, RAMJEEANEE, MEHEBJEE, DEWAJEEANEE, RAMSINGJEE, BHOJRAJEEANEE, and the whole Bhayat of Bela, dated Chytru Vud 5th, Sumvut 1875, (or 15th April 1819, A. D.)

The Durbar, as a punishment for our bad conduct, had deprived us of our villages and Geeras: at present, however, the Honorable Company's army having accomplished a reform in the affairs of the Durbar, the English Government has graciously interfered, and restored to us our Geeras, &c. We do therefore engage that henceforth none of us shall be guilty of improper or troublesome conduct, and we engage to abide by the following Articles:—

1st.—We engage to countenance or protect in no way any Bharwutia or criminal of either of the two Sirkars of the Honorable Company and the Rao, or encourage any person to disturb the peace.

2nd.—We shall permit no person who thieves or steals to live in our lands, nor shall we listen to any such people. Should any person living in our lands commit any act of plunder, and the fact be ascertained to be positive, we engage to become responsible individually for the act to both Sirkars, and to surrender the criminals to the Durbar.

3rd.—Should travellers be plundered in our lands, or should any property be lost, we engage to become responsible, agreeably to the order of the Durbar, to remove the crime from ourselves by establishing it satisfactorily elsewhere.

4th.—Should we have any dispute with our neighbouring Bhomias and Geerasias, relative to boundaries, &c., we engage to refer the dispute to the arbitration of both Sirkars. We engage to have "Ver" (feuds) with none.

5th.—Should a Geerasia, or other person, attempt to leave our lands with the intent of having a feud, or disturbing the peace, we will prevent him; if he goes by force, we will instantly inform the Durbar.

6th.—Should Dhara or plunderers attempt to pass through our lands, with the intention of depredating, we will not permit them to pass. If they proceed by force we will give instant intimation of it to the Sirkars.

7th.—We will perform the Rao's service with fidelity. We will accompany the Durbar troops when they are acting, and act in concert.

8th.—On an alarm of plunderers passing with plunder, we will instantly proceed and intercept them.

9th.—We have given a distinct Deed to the Durbar, under the guarantee of the Sirkar, for the payment for ever of an annual Jummabundy. The specific Jummabundy mentioned in it we shall yearly pay. Should any heavenly or earthly misfortune happen, in such year the Durbar is to look to our articles.

10th.—Should we have a necessity for money, and wish to sell our villages, we engage to acquaint the Sirkars beforehand.

11th.—Any old fort or castle on our lands we engage to permit to be destroyed, and henceforth to build no new work of the kind.

In the above manner we engage to behave justly, peaceably, and honestly, and not to act improperly or infringe on our engagements.

Signed by WAGHELA VEESAJEE and others.

(Signed) J. MACMURDO, Resident at Bhooj.

MEMORANDUM.—The above engagement was at the same time subscribed to by the following additional Chiefs:—

WEERBHUDER DEWAJEE SAMULJEE, &c., of Kuntakot.
JHAREJA KULLIANSINGJEE, of Arisir.
JHAREJA MUNIAJEE, of Wandia.
WAGHELA SADHOJEE and VIJERAJJEE, of Soodram.
JHAREJA ROTLAJEE, &c., of Kammar.
JHAREJA JEWUNJEE, of Lakria.
WAGHELA POONJAJEE, &c., of Palanswa.
JHAREJA NARUNJEE, of Chitrore.
JHAREJA AJEETSINGJEE and JUSSAJEE, &c., of Veejpasir.
JHAREJA PURTAPSINGJEE, of Koombhardee.
WAGHELAS BHAROJEE SADHOJEE and JURULJEE, of Juttawaro.
RANA SOOJAJEE, &c., of Geerea.
WAGHELA MOUSINGJEE, &c., of Bhimasir.
JHAREJA HULDURJEE, of Trummoo.
JHAREJA ABHESINGJEE and BHAEEJA, &c., of Roree and Jessura.
WAGHELA MEGHRAJJEE, of Humeerpoor.
WAGHELA JEMULJEE and PUCHANJEE, of Kerrianuggur.
WAGHELA ANUNDSINGJEE and KHETAJEE, of Mowanoo.
JHAREJA BHIMJEE and JUGAJEE, &c., of Ambliaroo.
JHAREJA NATHAJEE and MULLOJEE, &c., of Shrunva.
JHAREJA JUGAJEE and PRAGJEE NESAJEE, of Chiree.

Fiel Zamin Deed passed by MUDVEE SAMLA AJANEE, *of Ajapoor, in behalf of the Bela Waghelas to* MAHA RAO DESULJEE.

I engage to be Fiel Zamin for the Waghelas of Bela: they have passed a Deed of Articles to the Durbar; I will cause them to be adhered to. It is on my responsibility, should they be guilty of breaking the agreement into which they have entered; or should they act improperly, I individually become responsible for their acts in such manner as the Durbar may direct.

Chytru Vud, 1st Sumvut 1875, *(or the 11th April* 1819, A. D.)

(Signed) MUDVEE SAMLA AJANEE.

Deed of Adh Zamin.

We, Weerwudur Dewajee Samutjeeanee, Akherajee, and Kanthurjee Puttajeeanee, of Kuntakot, are Adh Zamin to the effect of the above Deed. We are individually responsible for its efficiency, and will cause it to be adhered to.

Chytru Vud, 1st Sumvut 1875, *(or the 11th April* 1819, A. D.)

The marks of
WEERWUDUR and others.

(Signed) J. MACMURDO, Resident at Bhooj.

Treaty concluded on the 13th October 1819, between the Honorable Company and the Kutch State.

Treaty of Alliance between the Honorable East India Company and His Highness MAHARAJ MIRZA RAO SHREE DESULJEE, his heirs and successors, concluded by Captain JAMES MACMURDO, on the part of the Honorable Company; and by Jharejas Puthirajee, Nijerajee, Meramajee, Pragjee, Mokajee, Alyajee, Nonghunjee, Bhanjee, and Jemuljee, by virtue of full powers from their respective Governments.

Whereas a Treaty of Alliance, consisting of thirteen Articles, was concluded on the 16th January 1816, with two supplementary Articles, under date 18th June 1816, between the Honorable East India Company, and the Maharaj Rao Bharmuljee and his successors; in consequence, however, of the hostile conduct of the said Rao towards the Honorable Company, and his tyranny and oppression to his Bhayat, it has become necessary, for the stability of the alliance between the contracting parties, to make certain alterations in the abovementioned Treaty.

ARTICLE I.

It is hereby declared, that all Articles of the aforesaid Treaty which are not modified or superseded by any of the Articles in the present Treaty, shall be considered good and valid.

ARTICLE II.

Agreeably to the desire of the Jhareja Bhayat, the Honorable Company agree in declaring Bharmuljee to have forfeited all claims to the Gadee of Kutch, and he is accordingly solemnly deposed. The said Bharmuljee shall reside in Bhooj as a state prisoner, under a guard of British troops, subject, however, to be removed to a place of further security, in the event of his being implicated in any intrigue; the Kutch Government agreeing to pay annually the sum of thirty-six thousand korees, through the Honorable Company, for the subsistence of the said Bharmuljee.

ARTICLE III.

The infant son of the late Rao Bharmuljee having been unanimously elected by the Jhareja Chiefs to succeed to the vacant throne, he and his legitimate offspring are accordingly acknowledged by the Honorable Company as the lawful sovereigns of Kutch, under the name and title of Maharaj Mirza Rao Desuljee.

ARTICLE IV.

In consequence of the minority of the present Rao Desul, the Jhareja Bhayat, with the Honorable Company's advice, determines that a Regency shall be formed, with full powers to transact the affairs of the Government. The following

are chosen as the members of the said Regency: Jhareja Nijerajee, of Soomree Roha, Jhareja Pruthirajee of Nengercha, Rajgore Odhowjee Stirbhoy, Mehta Lukhmidass Wullabhjee, Khutree Rutonjee Jethanee, and the British Resident for the time being. These six persons are entrusted with the executive management of the Government of Kutch; and in order that they may perform the service of the State with effect, the Honorable Company agree to afford the Regency its guarantee, until the Rao completes his twentieth year, when the minority ceases.

ARTICLE V.

The Honorable Company engages to guarantee the power of His Highness the Rao Desul, his heirs and successors, and the integrity of his dominions, from foreign or domestic enemies.

ARTICLE VI.

The Honorable Company, at the desire of Rao Shree Desuljee and the Jhareja Bhayat, for the security of the Government of Kutch, agrees to leave a British force in its service. For the payment of this force, Rao Shree Desuljee and the Jhareja Bhayat agree that funds shall be appropriated from the revenues of Kutch. The Honorable Company retains to itself the option of reducing or entirely withdrawing its troops (and relieving Kutch from the expense), whenever, in the opinion of Government, the efficiency and strength of the Rao's authority may admit of its being done with safety.

ARTICLE VII.

The money stipulated for in the preceding Article is to be paid in instalments, each of four months; and it is further engaged, that the Regency appointed in the fourth Article shall enter into a separate responsibility for the regular payment of the above Khists.

ARTICLE VIII.

The Kutch Government engages not to allow any Arabs, Sindees, or other foreign mercenaries, to remain in its territories, nor generally to entertain any soldiers, not natives of Kutch, without the consent of the Honorable Company's Government.

ARTICLE IX.

The Kutch Government agrees that no foreign vessels, American, European, or Asiatic, shall be allowed to import into the territories of Kutch, arms or military stores. The Honorable Company engages to supply the wants of the Kutch Government in these articles, at a fair valuation.

ARTICLE X.

The Honorable Company engages to exercise no authority over the domestic

concerns of the Rao, or of those of any of the Jhareja Chieftains of the country; that the Rao, his heirs and successors, shall be absolute masters of their territory, and that the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE XI.

It is clearly understood, that the views of the British Government are limited to the reform and organization of the military establishment of the Kutch Government; to the correction of any abuses which may operate oppressively on the inhabitants; and the limitation of the general expenses of the State within its resources.

ARTICLE XII.

The Rao, his heirs and successors, engage not to enter into negociations with any Chief or State, without the sanction of the British Government; but their customary amicable correspondence with friends and relations shall continue.

ARTICLE XIII.

The Rao, his heirs and successors, engage not to commit aggressions on any Chief or State; and if any disputes with such Chief or State accidentally arise, they are to be submitted for adjustment to the arbitration of the Honorable Company.

ARTICLE XIV.

The Rao, his heirs and successors, engage to afford what military force they may possess, in aid of the Honorable Company's Government, upon its requisition. This Article, however, is not to be understood as imposing any duties on the Jhareja Bhayat, contrary to their established customs.

ARTICLE XV.

The Kutch ports shall be opened to all British vessels in like manner as British ports shall be free to all vessels of Kutch, in order that the most friendly intercourse may be carried on between the two Governments.

ARTICLE XVI.

The British Government, with the approbation of that of Kutch, engages to guarantee by separate Deeds, the Jhareja Chiefs of the Bhayat, and generally all Rajpoot Chiefs in Kutch and Wagur, in full enjoyment of their possessions; and further to extend the same protection to Mehta Lukhmeedass Wullubhjee, who, for the welfare of the Kutch Durbar, has acted in concert with the Jharejas, and with great zeal and sincerity.

ARTICLE XVII.

His Highness the Rao, his heirs and successors, at the particular instance of

the Honorable Company, engage to abolish in their own family the practice of Infanticide. They also engage to join heartily with the Honorable Company in abolishing the custom generally through the Bhayat of Kutch.

ARTICLE XVIII.

Previously to the execution of the deed of guarantee in favor of the Jhareja Bhayat, according to the tenor of the sixteenth Article, a written engagement shall be entered into by them, to abstain from the practice of Infanticide; and specifying that, in case any of them do practice it, the guilty person shall submit to a punishment of any kind that may be determined by the Honorable Company's Government and the Kutch Durbar.

ARTICLE XIX.

The British Resident, or his Assistant, shall reside in Bhooj, and be treated with appropriate respect by the Government of Kutch.

ARTICLE XX.

All supplies *bonâ fide* for the use of the Honorable Company's troops, shall pass through the Rao's territories free of Rahadaree duties.

ARTICLE XXI.

It being contrary to the religious principles of the Jharejas and people of Kutch that cows, bullocks, and peacocks should be killed, the Honorable Company agrees not to permit these animals to be killed in the territory of Kutch, or to permit in any way the religion of the natives to be obstructed.

These twenty-one Articles are binding to the Rao, his heirs and successors, for ever, and to the Honorable Company.

Done at Bhooj, the 18th October 1819, A. D.

MEMORANDUM.—This Treaty was ratified by His Excellency the Governor General in Council, on the 4th December 1819.

Engagement entered into on the 9th October 1820, *by the Jhareja Chiefs of Kutch, renouncing Female Infanticide.*

We, the Jharejas Sugramjee, Jawunjee, and Soomrajee, of Putree, do hereby engage for ourselves, our heirs and successors, to abstain from the practice of Female Infanticide, and in the event of our continuing this practice, do consent to submit to any punishment that the allied Governments may think proper to inflict upon us, as stipulated in the 18th Article of the Treaty of Alliance, dated

the 13th October 1819, between the Honorable East India Company and Maha Raja Mirza Rao Shree Dessuljee.

Dated 9th October 1820.

(True translation.)
(Signed) G. J. WILSON,
1st Assistant Resident.

MEMORANDUM.—The above engagement was subscribed to by the following additional Jhareja Chiefs :—

Jhareja NIJIRAJJEE, and Bhayat of Roha.
Jhareja KATHIJEE, and Bhayat of Nulyoo.
Jhareja NUTHOOJEE, and Bhayat of Dursuree.
Jhareja KANYAJEE, and Bhayat of Vumotee.
Jhareja BHUNANEE MANSINGJEE, and Bhayat of Kheroee.
Jhareja PRAGJEE, and Bhayat of Mhow.
Jhareja CHANDAJEE, and Bhayat of Nangercha.
Jhareja NOWGHUNJEE, and Bhayat of Kothara.
Jhareja MOMUYAJEE, and Bhayat of Soothri.
Jhareja MOKAJEE, and Bhayat of Tera.
Jhareja ALLYAJEE, and Bhayat of Vinjar.

The Jharejas Sugramjee, Jawunjee, and Soomrajee, of Putree, having entered into a written engagement to abstain from the practice of Female Infanticide, as stipulated in the 18th Article of the Treaty of Alliance between the allied Governments, the guarantee of the British Government is hereby given to the aforesaid Jharejas that they and their heirs and successors shall be in the full enjoyment of their possessions and rights, they on their part performing the services due from them to His Highness the Rao's Government.

(Signed) J. WILLIAMS, Resident.
(True translation).
(Signed) G. J. WILSON,
1st Assistant Resident.

Dated 9th October 1820.

MEMORANDUM.—This guarantee was confirmed by the Honorable the Governor in Council of Bombay, on the 27th October 1820.

Treaty concluded on the 21st May 1822, between the Honorable Company and the Kutch State.

Treaty between the Honorable English East India Company and MAHARAJ MIRZA RAO SHREE DESULJEE, his heirs and successors, concluded by CHARLES NORRIS, Esquire, Resident in Kutch, on the part of the Honorable Company, and by the Jhareja Bhayat Vijerajee Pragjee, of Kotree, Mokajee Chandajee

Bharlajee Alyajee Bhanjee Pragjee, of Mhowa, Kayajee and Jemuljee, on the part of the Rao, by virtue of full powers from their respective Governments.

ARTICLE I.

The British Government and the Government of Kutch, thinking it expedient that the town and District of Anjar should be transferred to His Highness the Rao of Kutch for a pecuniary equivalent, the tenth Article in the Treaty of Sumvut 1872, (A. D. 1816,) is annulled, and the separate Deed therein alluded to is declared void. The sum of Ahmedabad Sicca Rupees 88,000 a year is agreed to by both Governments, as the amount which is to be paid by the Kutch Government to the Honorable Company, in return for the transfer of the town and District abovementioned to His Highness the Rao of Kutch, including in the Anjar District the town of Lakhapoor, the separate Deed of which is declared void.

ARTICLE II.

The town and District of Anjar will be delivered over to the Kutch Government on the 2nd Ashadh Shood Sumvut 1879, (corresponding with 20th June 1822, A. D.,) and the Government of Kutch engages to make good the payment of the sum above stipulated every year, by two half-yearly payments, the first, of rupees 44,000, on Poush Shood 2nd, and the second, of rupees 44,000, on Ashadh Shood 2nd. No diminution of the amount of compensation above fixed for the town and District of Anjar shall ever take place; and the Government of Kutch agrees that, if it shall not be paid regularly at the periods above specified, good and satisfactory assignments of land in full sovereignty, either the Anjar Talooka or other Districts, as may suit the Kutch Government, shall be made to the British Government, for the purpose of realizing the amount which may have become due.

ARTICLE III.

Since the establishment of the connexion between the two Governments, the British Brigade has been cantoned at the foot of the hill-fort of Bhojea, which has remained in the hands of the British. The British Government, from an anxiety to restore the fort to His Highness the Rao, has had the ground in the neighbourhood of Bhooj examined, with the view of removing the camp. One spot only has been found suitable for a cantonment: it is situated to the North of the town, and belongs to Rujgoor Bramins; and the Government of Kutch being unable to induce the owners voluntarily to surrender this ground, has expressed a wish that the cantonment may remain where it is at present, and the fort continue in the occupation of the British. To this proposal the British Government agrees, and the Kutch Government engages never to require the British Government to give up the fort, without obtaining by purchase from the proprietors the ground above-mentioned, and giving it to the British Govern-

ment, and indemnifying the British Government for any expense which it may have incurred in repairing the fort, which expense, however, is not to exceed the sum of rupees 45,000.

Dated the 1st Jesht Shood Sumvut 1878, *(corresponding with the 21st May* 1822, A. D.)

(Signed) CHARLES NORRIS,
Resident at Bhooj.

MEMORANDUM.—This Treaty was ratified by the Right Honorable the Governor General of India in Council, on the 5th July 1822.

Treaty concluded by the Honorable Company with the Kutch State, under date the 20th September 1832.

Treaty between the Honorable East India Company and SHREE MAHARAJ MIRZA RAO DESULJEE, his heirs and successors, concluded by Lieutenant Colonel HENRY POTTINGER, Resident in Kutch, on the part of the Honorable Company, and Jhareja's Chandabhoy of Nagurcha, Dosajee of Kotree, Pragjee of Motara, Naronjee of Mhow, Deeda Bhojrajee, and the Minister Dewan Lukhmidass Wullubhjee, on the part of His Highness the Rao.

Whereas the Right Honorable John, Earl of Clare, Governor in Council of Bombay, is of opinion that by the Treaties now in force, a greater sum is required from Kutch than the resources of that Principality can afford, as a proof of which there are now due to the British Government by the Kutch Durbar, arrears amounting to 9,75,000 korees, and which the Kutch Government is unable not only to liquidate, but even to discharge the annual amount stipulated by former Treaties for the pay of the troops and on account of Anjar, the two Governments have therefore agreed to modify existing Treaties, in the manner written in this Engagement, which is dated at Bhooj, on this 20th day of September 1832, being the 11th day of Bhadurwa Vud 1889, Sumvut.

ARTICLE I.

The 1st and 2nd Articles of the Treaty of the 21st May 1822 are maintained in force, only as described in the succeeding Articles of the present Treaty, and the contracting parties do now engage as follows :—

ARTICLE II.

The Honorable East India Company's Government hereby remits (subject to the condition specified in the 4th Article) the equivalent for Anjar, viz. 88,000 Ahmedabad Sicca rupees per annum, fixed by the 1st and 2nd Articles of the Treaty of the 21st May 1822, together with all arrears now due on that as well

as on any other account by the Kutch Durbar to the British Government, or which shall be found due on the settlement of the accounts for the past year, that is the Sumvut 1888, which terminated on the 1st day of July last.

ARTICLE III.

His Highness the Rao Shree Desuljee, his heirs and successors, solemnly agree that the funds stipulated by the 6th Article of the Treaty of October 1819, to be appropriated for the pay of the Kutch subsidiary force, but which it is hereby declared are never to exceed the amount of two lacs of Ahmedabad Sicca rupees per annum, shall be hereafter regularly, without fail, and under any circumstances whatever, discharged by four (4) quarterly equal instalments, viz. on the 15th days of January, April, July, and October of each year.

ARTICLE IV.

The Kutch Government further engages, that in the event of the British troops in that Principality being greatly diminished, and the necessary payment on account of them being similarly lessened, so as to reduce it below the amount of the above remitted Anjar equivalent, that is 88,000 Ahmedabad Sicca rupees per annum, or in the event of the entire removal of the troops from Kutch, His Highness the Rao, his heirs and successors, shall still be responsible in either case for making to the British Government an annual payment, amounting on the whole to not less than the above recited Anjar equivalent, or Ahmedabad Sicca rupees 88,000.

ARTICLE V.

All existing stipulations and engagements which have been entered into by former Treaties between the Honorable East India Company's Government and the Government of Kutch, and which shall not have been altered or modified by the present Treaty, are to remain in full force.

Done at Bhooj, this 20th day of September, A. D. *one thousand eight hundred and thirty-two.*

(Signed) HENRY POTTINGER,
Lieut. Col., Resident in Kutch.

Large Seal of the Kutch State.

(Signed) Jhareja CHANDABHAEE, of Nagurcha.
" DOSAJEE, of Kotree.
" PRAGJEE, of Motura.
" NARUNJEE, of Mhow.
" DEDA BHOJRAJEE.
" LUKHMEEDASS WULLUBHJEE.

The Company's Persian Seal.

(Signed) W. BENTINCK.
E. BARNES.
C. T. METCALFE.
A. ROSS.

Ratified by the Right Honorable the Governor General in Council, at Fort William in Bengal, this twenty-third day of April, A. D. 1833.

(Signed) W. H. MACNAGHTEN,
Secretary to the Government.

Treaty concluded between the Honorable East India Company and the Government of Kutch, under date the 5th July 1834.

Whereas, by the 4th Article of the Treaty concluded at Bhooj on the 13th day of October 1819, it was stipulated that a Regency should be formed, with full power to transact the affairs of the Kutch Government until His Highness Mirza Rao Shree Desuljee should have completed his twentieth year, and whereas His Highness will not attain the above described age until on or about the 3rd day of August 1835, nevertheless, the British Government, desirous of affording to His Highness a strong proof of its consideration and friendship, has consented to a modification of the above stipulation, and this Treaty has been this day entered into by Lieutenant Colonel Henry Pottinger, Resident in Kutch, &c., on behalf of the Honorable East India Company, and by the undersigned Jharejas, &c., on behalf of the Rao of Kutch, in virtue of full powers entrusted to them by their respective Governments.

ARTICLE I.

The period for the minority of His Highness the Rao ceasing shall be altered from the completion of his twentieth year to Ashadh Shood Beej Sumvut 1891 (corresponding with the 8th day of July 1834, A. D.), on which day the functions of the Regency shall terminate, and His Highness shall be placed in charge of the government of his country, under the constitutional and established advice of his Ministers, and the Members of the Jhareja Bhayat.

ARTICLE II.

With a view to the welfare and prosperity of the State of Kutch, and also to relieve His Highness Mirza Rao Shree Desuljee, from all vexation and annoyance on the subject, the British Government reserves to itself, agreeably to the 2nd Article of the Treaty of October 1819, the entire management and control, through the Resident in Kutch, of the Ex Rao Bharmuljee, and will permit no interference, on his part, in any act of the Kutch Government.

ARTICLE III.

All existing engagements between the two States not modified or altered by this Treaty, are to be considered in full force and efficacy.

Done at Bhooj, on the 5th day of July 1834 *(corresponding with Jesht Vud 14th Sumvut* 1891).

(Signed) Jhareja KHANGARJEE, of Roha.
„ CHANDAJEE, of Nagurcha.
„ DOSAJEE, of Kotree.
„ PRAGJEE, of Mhow.
„ SOOMRAJ, of Jera.
„ SAHEBJEE, of Ninjan.
„ PRAGJEE, of Mohtalla.
„ JEMULJEE, of Bhara.
„ RYABJEE, of Mohtara.
„ GOORJEE, of Sootree.

(Signed) W. BENTINCK.
F. ADAM.
W. MORRISON.
E. IRONSIDE.

MEMORANDUM.—This Treaty was ratified by the Right Honorable the Governor General of India in Council on the 12th September 1834.

Translation of a Proclamation issued on the 6th February 1836 *by His Highness* MAHA RAO SHREE DESULJEE, *Rao of Kutch, prohibiting the Slave Trade within His Highness' Territory.*

Be it known to the principal merchants of Mandvee, and every other merchant as well as trader in Kutch, whether belonging to it or only trading thereto, to all navigators of vessels, and to the inhabitants of Kutch generally, that if any slaves, Negroes or Abyssinians, shall be brought for sale to any sea-port in Kutch, after the middle of July next, the vessel conveying them shall be confiscated, and its cargo shall become the property of this Government (Durbar). No petition for its restoration shall be listened to; and further, the offenders shall be brought to condign punishment, whether they belong to Kutch or to another country. There will be no departure from this resolution: a vessel which brings slaves shall be seized, and summary punishment inflicted on those who navigate her.

The British Government have made arrangements to suppress the trade in slaves throughout the adjacent countries, and it has instructed the officers commanding its ships to seize and retain all vessels bringing slaves. I therefore strictly prohibit, after the date before mentioned, any more slaves being brought

into this country. Let all my subjects discontinue this custom, and take heed of this Proclamation, and look to their interests and welfare by attending to it.

Given at Bhooj, this 5th Maha Vud Sumvut 1892 *(corresponding with* A. D. *the 6th day of February* 1836).

(True translation).

(Signed) A. BURNES,
Assistant Resident, in charge of the Bhooj Residency.

Renewed Engagement entered into by the Jhareja Chiefs of Kutch, under date the 23rd March 1840, *renouncing Female Infanticide.*

The writing of Jhareja Rahebjee, Chief of Kotara, is this: In the year of Sumvut 1875 (A. D. 1819), there was a Treaty made between the Durbar of Kutch and the English Government. In the 17th Article of that Treaty it was stipulated that we, the Jharejas, would no longer destroy our female children; and in Sumvut 1891 (A. D. 1835) we renewed our engagement to the Durbar on this subject. Now the two Governments have no confidence in the fulfilment of our engagements; therefore we have been summoned, and required to consider the following arrangement:—

1ST ARTICLE.—An accurate account of all the sons and daughters born in the Bhayat shall be rendered, yearly, to the Durbar, according to a set form.

2ND ARTICLE.—Whenever a newly-born child is destroyed among the Bhayat, the Chief shall give information to the Durbar, within the space of 15 days, in order that the murderer may be visited with punishment by fine or otherwise. If the Chief conceals any instance of the crime, or neglects to take such measures as are sure to prevent its concealment from himself, and information of its having been committed reaches the Durbar from another quarter, then the Chief himself shall submit to be heavily fined. It therefore behoves the Chief to take good precautions; and whenever it is ascertained that the wife of a Jhareja has been pregnant, and the child is stated to have been born prematurely, or to have died naturally, in such case four respectable men shall take cognizance of the facts, and their verdict shall be reported to the Durbar within fifteen days.

3RD ARTICLE.—The Durbar will keep the amount of all fines inflicted under the 2nd Article, in a separate fund, out of which assistance will be given to any poor man who is marrying his daughter, on a representation of the circumstances being made by the Chief.

4TH ARTICLE.—One or two Mehtas from the Durbar will go round the country, and when they arrive in any of the villages, the Chief will cause accurate lists of all the sons and daughters to be made out for the information of the two Governments.

To the above four Articles I do hereby agree, in behalf of myself and my posterity to every generation.

Dated Bhooj, 23rd March 1840.

(Signed) JHAREJA RAHEBJEE, of Kotara.

MEMORANDUM.—A similar engagement was on the same day entered into by the undermentioned Chiefs :—

Jhareja CHANDABHAEE, of Nagercha.
Jhareja SOOMRAJEE, of Tera.
Jhareja KHENGARJEE, of Roha.
Jhareja SOOMRAJEE, of Mootara.
Jhareja GORJEE, of Sooturee.
Jhareja KULIANSINGH, of Airysir.
Jhareja HUMEERJEE, of Roturee.
Jhareja MOMYAJEE, of Gujoor.
Jhareja HUMEERJEE, of Sandan.
Jhareja LUKAJEE, of Assombeea.
Jhareja ASSARYAJEE, of Nureeya.
Jhareja JEEHAJEE, of Kheroee.
Jhareja GAEEJEE, of Furadee.
Jhareja NATHAJEE, of Bidra.

The following Rules were agreed to by His Highness the Rao of Kutch, under date the 1st December 1840, *exempting Vessels trading between Bombay and the Ports of Sind, forced into Mandvee by stress of weather, from the payment of duties heretofore exacted by His Highness' Authorities at the latter Port.*

Rules for the exemption from the payment of the duties usually claimed by the Kutch Government, of vessels which may be driven by stress of weather to Mandvee, while on their voyage between Bombay and the Ports of Sind; but these rules are not to be applied to vessels passing between other ports, which will be subjected to the ancient laws of the country.

RULE I.—Should a boat, on her voyage between Bombay and any port in Sind, be driven into Mandvee by stress of weather, no duty of any kind, and no port or anchorage fee, will be exacted, provided bulk is not broken, and provided the vessel remains in the harbour only a reasonable time. If a single package be landed for the purpose of sale or traffic, or if the vessel refuse to

pursue her voyage when able to do so, then the full amount of duty shall be levied on the whole cargo, and every port or other fee be also paid, and the vessel treated in every respect as if consigned to Mandvee.

RULE II.—Should a boat, under the circumstances mentioned at the commencement of Rule 1st, put into Mandvee, in so bad a state as to be obliged to discharge her cargo into another boat, which conveys it to its original destination, no duty will be levied, provided nothing is landed for sale, and provided no unnecessary delay takes place in the sailing of the boat with the transhipped cargo. Damaged goods may be landed and sold, under the sanction of the Custom-house Officers, on payment of the usual duties.

RULE III.—Should a boat, under the above circumstances, put into Mandvee, and undergo repairs, landing her cargo in the mean time, no duty will be levied provided there is no unnecessary delay, and provided that on re-shipping, every package of the original cargo is duly accounted for, to the satisfaction of the Custom Master of the port.

RULE IV.—Should a boat put into Mandvee, under the circumstances abovementioned, and undergo slight repairs, without discharging any part of her cargo, no duty whatever will be levied, provided the repairs do not occupy more than a reasonable number of days.

RULE V.—Should a boat put into Mandvee, under the above circumstances, at the close of the season, and be compelled to lay up for the monsoon, security will, in the first place, be given for the full amount of Customs due on the whole cargo, and all port or anchorage fees shall be paid; the goods may then be landed and warehoused, at the expense and risk of the owner or tindal of the vessel. The original invoice of the cargo, or an authentic copy, shall be deposited with the Custom authorities; and if, on re-shipping, it shall be discovered that a single package has been opened, or is missing and cannot be accounted for satisfactorily, the full amount of Customs shall be made good, according to the security previously given. The goods must be re-shipped in the same vessel which brought them, unless she be proved not seaworthy, in which case they may be forwarded on another. All damaged or perishable goods may be sold, under the sanction of the Custom-house, and on payment of the usual duties.

When any doubts arise as to the application of any of the above Rules, the Rao, if unable to settle the matter otherwise, will refer to the Political Agent, and act according to his opinion and advice. His Highness reserves to himself the full right of punishing any tindals, owners, or supercargoes of boats, who attempt to evade these Regulations, and to take advantage of them for the purpose of defrauding the revenue of the Durbar, but in all such cases the Rao will act in concurrence with and under the advice of the Political Agents.

Dated at Bhooj, the 1st December 1840.

(Signed) RAO DESULJEE.

(Signed) P. M. MELVILL,
Political Agent in Kutch.

LAHEJ.

Preliminary Engagement entered into by Sultan M'HASSAN, *of Lahej, for the transfer of Aden to the British Government, received by Captain* S. B. HAINES, I. N., *at Aden, on the 23rd of January* 1838.

The peace, mercy, and blessings of the Almighty be with you.

We have received the letter, which through Jaffer you have written concerning our Agreement about Aden, on the 5th of Shuval: but you must know, that we have claims upon that place, as also have the tribes and Sultans around it. About the delay of the two months Zilkad and Zilhuj, to which you and I have agreed before the transfer, we earnestly desire that it be observed. You will go to Bombay, and there consult the Government, while we will consult our people, the Princes and Shaikhs, and prepare their minds; then we, and you the Commissioner of the Company, will carry into effect the delivery of the fortress of Aden into your hand, and ratify the expenses of the tribes and Sultans, the regulations and manner of proceeding of every thing connected with the town, the war by land and sea; then you, as the Commissioner, shall receive a true and full account, and ratified transfer of the fortress of the town. As for the said Customs, one half will be upon you, and the other half upon us, after the two months, if it is agreed upon between us. On your arrival we will treat about the monthly or annual stipend. But the Arabs of the present town must remain under our name, and our jurisdiction; all other people will be your subjects: and while we are treating after the delay of the two said months, you must not act aggressively against us, or wrest any part of Aden from us. If you did not observe the delay of two months, we will not be responsible to you for any thing that may happen.

Witness,
RASHED BIN ABDULLA.

Seal of Sultan
M'Hassan Foudthel.

After the two months we will speak and treat with Captain Haines and no other person.

Extract from a Letter addressed by Sultan M'HASSAN, *of Lahej to Captain* HAINES, *under date the 23rd January* 1838.

Bismillahir Rahmanir Raheem bemunnihee t'alla, &c. and compliments.

What I now write is from Lahej, where all are well. Your letter reached me, and I understand all you wrote in that letter. I have finished with you on the subject of the town, and told you all; Jaffer came to me from you. I have spoken truth, and gave him a letter, and from his hand received another. I have given my seal that Aden is yours, and you must now give me yours as a security to me. You have both my letter and seal.

(Signed) SULTAN M'HASSAN.

Dated 23rd January 1838.

Engagement concluded on the 2nd February 1839, *between Sultan* M'HASSAN, *of Lahej, on behalf of himself and the Abdallees, through his accredited Agent and Son-in-law, Sultan* M'HASSAN WEST, *and Captain* HAINES, *of the Indian Navy, on behalf of the Honorable East India Company.*

Bismillahir Rahmanir Raheem bemunnihee t'alla. From this day and the future Syud M'Hassan bin West bin Hamed Suffran gives this promise to Commander Haines, Gentleman, on his own head, in the presence of God, that there shall be friendship, lasting friendship, and peace, and every thing good between the English and Abdallees. I promise no wrong or insult shall be done, but it shall be peace, and the British Government agree to the same. Sultan M'Hassan and all interior Sultans agree to this, and I am responsible. All those even on the roads to the interior shall be kept from molesting any one, by me, as they were when Sultan M'Hassan possessed Aden. This is agreed upon between me and Commander Haines on the part of Government, and I promise to do even more than I have hitherto done, please God. I require respect from Commander Haines, in return, and more than before, if possible.

Dated the 2nd February 1839.

(Signed) SYUD M'HASSAN WEST.
HASSAN KATEEF.
S. B. HAINES.

Engagement concluded on the 4th February 1839, *between Sultan* M'HASSAN, *of Lahej, and his Children, and Commander* HAINES, *of the Indian Navy, on behalf of the Honorable East India Company.*

This Treaty is formed between Syud M'Hassan and Hassan Kateef on account of the Sultan of Lahej, and Commander Haines, the Agent to the Government.

On the word and promise of Sultan M'Hassan, I promise that no insult or molestation shall take place on the road or between the English and my

people, and that all shall be peace and quietness; and I agree that between my people and your people there shall be no difference or oppression, and that the English agree that all shall be peace, and that all merchants shall be free to trade without oppression.

Dated 4th February 1839.

(Signed) SAID M'HASSAN BIN WEST.
HASSAN BIN ABDULLA KATEEF.
S. B. HAINES.

Witnesses.
RASHED ABDULLA.
HAJEE M'HASSAN SHAH MONTEE.
HAJEE JAFFER.

Bond entered into on the 18th June 1839, *by Sultan* M'HASSAN, *after Aden came into the possession of the British, on signing which he received the first payment on account of the stipend of Five hundred and Forty-one German Crowns per mensem, which the British Government agreed to allow him, while he remained faithful to his Engagements.*

Sultan M'Hassan Foudthel, his sons Sultan Ahmed M'Hassan Foudthel, Ali Abdulla and Foudthel, enter into an engagement of peace and friendship on the part of their Government, and Captain S. B. Haines, of the Indian Navy, Political Agent at Aden, on the part of the Government of the East India Company.

ARTICLE I.

Sultan M'Hassan and his sons engage themselves to keep their territory and roads in peace and security, so that the weak and poor people may communicate in safety with each other, the Sultan being responsible for every wrong done on the road by any of the Sultan's people. The Sultan will always preserve peace and friendship with the British Government, their interests being united by the British possessing Aden in perpetuity.

ARTICLE II.

Captain Haines agrees to pay the stipends of Foudthelee, Yaffar, Houshebee, and Ameer Tribes, as originally paid by Sultan M'Hassan, of Lahej.

ARTICLE III.

Captain Haines agrees to pay to Sultan M'Hassan and his descendants, the sum of German Crowns 6,500 from the month of Zilkad 1254.

ARTICLE IV.

From Khore Muksa towards Lahej is to be under the jurisdiction of the Sultan, according to the known confines of Abdallee territory.

ARTICLE V.

If there happen war against Abdallee, or territory of Lahej, or Aden, the contracting parties will assist each other.

ARTICLE VI.

The subjects of the Sultan entering Aden will be under the jurisdiction of the British Govenment for the time, and the British subjects resorting to Lahej will be under the jurisdiction of the Sultan for the time being.

ARTICLE VII.

Every thing belonging to the Sultan or his sons entering or going out of Aden will be free from Custom duties.

Dated the 6th of Rubee-oos-sanee, (corresponding with the 18th June 1839 A. D.)

Seal of Sultan M'Hassan Foudthel.

Witnesses.

(Signed) JAFFER, Native Assistant of Captain Haines.
HASSAN ABDULLA KATEEB.
ABDU SAFFI BIN ABDULLA RABIA.
ALI BIN ABDULLA.

Engagement concluded on the 11th February 1843, *between Captain* HAINES, *Political Agent at Aden, and the Sultan of Lahej.*

This Treaty is made by Sultan M'Hassan Foudthel, his heirs and successors, the tribes of the Azeibee and Selamee, on their visit to Aden, on Saturday the 27th day of Shar el Hujel Haram, 1258.

Being anxious to make peace with the British Government, Captain Stafford Bettesworth Haines, in the name of the British Government, has given his consent, and has made peace with Sultan M'Hassan Foudthel, and his adherents, and on this Treaty has Sultan M'Hassan Foudthel placed his seal, and Captain Stafford Bettesworth Haines, on the part of the British Government, has set his seal.

Inasmuch as peace is good and desirable for both parties, the Sultan M'Hassan Foudthel, of Lahej, in the name of himself, heirs, successors, and the tribes of Selamee and Azeibee, and Captain Stafford Bettesworth Haines, on the part of Her Most Gracious Majesty Queen Victoria I., of Great Britain and Ireland, have made this holy Agreement, that between the two Governments shall exist a firm and lasting friendship that shall never be broken, from the beginning unto the end of all things, and to this Agreement God is witness.

Article I.

In consideration of the respect due to the British Government, Sultan M'Hassan Foudthel agrees to restore the lands and property of all kinds belonging to the late Hassan Abdulla Khateeb, Agent to the British at Lahej, after such property shall be proven. But the Sultan M'Hassan expects in return, that certain revenue and territorial books, styled "Deiras," said to be in the possession of the Khateeb family, should be restored to the Government of Lahej, and then their persons shall be safe, should they wish to go inland.

Article II.

The Sultan will, on the same consideration, and has in the presence of witnesses, settled all claims made by Shumacel, the Jew, and he will also attend to all claims that may be brought against him during his fifteen days' residence in Aden.

Article III.

Such transit duties as shall be hereafter specified shall be exacted by the Sultan, who binds himself not to exceed them. The Sultan will also, by every means in his power, facilitate the intercourse of merchants, and he shall in return be empowered to levy a moderate export duty.

Article IV.

The Sultan engages to permit British subjects to visit Lahej for commercial purposes, and to protect them, allowing toleration of religion, with the exception of burning the dead.

Article V.

Should any British subject become amenable to the law, he is to be made over to the authorities at Aden, and in like manner are the subjects of the Sultan to be made over to his jurisdiction.

Article VI.

The bridge at Khore Muksa is English property, and as such shall be kept in order by them, but should it be proved that it is destroyed by the followers of the Sultan, he shall repair it.

ARTICLE VII.

The Sultan binds himself, as far as he can, to keep the roads clear of plundering parties, and to protect all merchandize passing through his territories.

ARTICLE VIII.

British subjects may, with the permission of the Sultan, hold in tenure land at Lahej, subject to the laws of the country, and in like manner may the Ryuts of the Sultan hold property in Aden, subject to the British laws.

ARTICLE IX.

Such articles as the Sultan may require for his own family shall pass Aden free of duty, and in like manner all presents and all Government property shall pass the territories of the Sultan free from transit duty.

ARTICLE X.

With regard to the stipend of the Sultan, it entirely rests with Captain Haines, and the British Government. The Sultan considers the British his true friends, and likewise the British look upon the Sultan of Lahej as their friend.

This Treaty is concluded on the 11th day of Shar Mohurrum el Haram Ashoor, in the year of the Hijree 1258, (corresponding with the 11th February 1843, A. D.)

Seal of Sultan M'Hassan Foudthel.

(Signed) SULTAN M'HASSAN FOUDTHEL.

Seal of Captain Haines.

(Signed) S. B. HAINES,
Captain Indian Navy, and Political Agent at Aden.

MEMORANDUM.—This Engagement having been submitted to the Government of India, this Government was in reply informed by that authority, under date the 18th November 1843, that it cannot be looked upon as a Treaty, susceptible of formal recognition and ratification, but must be considered of the nature of an engagement between the Political Agent and the Sultan, and as such may be respected.

The following further Bond was entered into by the Sultan of Lahej, on the 20th February 1844, *previous to the renewal by*

Government of payment of his monthly stipend of Five Hundred and Forty-one German Crowns, which had been stopped in consequence of his having broken his former Engagements.

1.—The Right Hon'ble the Governor General of India having been graciously pleased to grant to me a monthly salary of 541 German Crowns, so long as I continue to act honestly and amicably towards the British, in every respect adhering to the terms of my late bond, dated February 11th 1843, especially sworn and delivered to Stafford Bettesworth Haines, Esq., Captain in the Indian Navy, and Political Agent at Aden,

2.—I hereby solemnly attest the religious sincerity thereof, and moreover declare that in all things relating to the peace, progress, and prosperity of Aden, I will use every effort to avert calamity, and lend my utmost aid to support the interests of the British flag; and I will conform in all intention and purpose to the Articles specified in my late bond, dated February 11th 1843.

3.—I further bind myself by oath, that should any breach of faith or trespass on the aforesaid bond, either as concerning myself, children, Chiefs, or any other person or persons of my tribe, or those in my pay, or any individual whomsoever, in any way or by any means connected with my Government or under my jurisdiction, or should one or any of the aforesaid persons be in any manner convicted of having been privy to, or accessory to such breach of faith, or trespass on the Treaty, or of committing any act of plunder whatever on the roads leading into Aden from the interior, to take the whole responsibility on myself, and to be answerable to the British; and if I or other above mentioned, either openly or by secret machination, protect any offender, and do not render entire satisfaction to the British, I freely and solemnly swear to relinquish all claim to the salary granted by the Right Hon'ble the Governor General of India, and declare myself perjured before all men.

4.—I further swear, that if I do not strictly abide henceforth by the bond dated 11th February 1843,* and the above mentioned conditions, all claim I may have on the kindness, friendship, and generosity of the British Government, is rendered null; and consequently, for any breach of truth or aggression on my part for the future, I render myself open to the severest retribution.

Dated the 20th February 1844.

Seal of the Sultan.

(Signed) SULTAN M'HASSAN FOUDTHEL.

(Signed) S. B. HAINES,
Captain Indian Navy, and Political Agent at Aden.

* Vide the foregoing Engagement of ten Articles.

Treaty concluded between the Honorable East India Company and Sultan ALI M'HASSAN FOUDTHEL, *of Lahej (Aden), under date the 7th May* 1849.

To secure commercial advantages with friendly intercourse, good will, and lasting peace to both powers, this Treaty is made, agreed to, sealed, and signed by those possessing full power and authority, viz. Sultan Ali ibn M'Hassan Foudthel, for himself, his heirs, and successors, also for the Azeibee and Selamee Tribes, and all other Tribes and divisions of Tribes under his Government, authority, or control, and Stafford Bettesworth Haines, Esq., Captain in the Indian Navy, and Political Agent, Aden, being invested with full power so to do from the Right Hon'ble the Governor General of India, but it must be subject to the final ratification of the Government of India.

Inasmuch as peace and commercial intercourse and prosperity is good and desirable among all nations, and particularly advantageous to the powers above named, the Sultan Ali M'Hassan Foudthel, of Lahej, in the name of himself, heirs, successors, and all Tribes under his government, control, and authority, and Captain Stafford Bettesworth Haines, on the part of the Right Honorable the Governor General of India, make this agreement: That between the two Governments shall exist a firm and lasting friendship, and shall never be broken; and both parties agree to, and ratify under seal and signature, the following Articles:—

ARTICLE I.

In consideration of the respect due to the British Government, Sultan Ali M'Hassan Foudthel binds himself to secure to the rightful owners all ground, household or other property, that may be within the limits of his territory belonging to the British subjects of Aden, and that their persons or agents shall be safe, and respected, should they proceed inland to look after and collect the rents of such property, or for any other correct purpose.

ARTICLE II.

Sultan Ali M'Hassan Foudthel engages to permit British subjects, and all inhabitants of Aden, to visit Lahej or any part of his territory, for either commercial purposes or pleasure excursions. He will ensure them protection, and full toleration of religion, with the exception of burning the dead.

ARTICLE III.

Should any British subject become amenable to the law, he is to be made over for trial and punishment to the authorities at Aden.

ARTICLE IV.

British subjects may, with the permission of the Sultan of Lahej, hold in

tenure land at Lahej, or other towns or villages in his territory, subject to his law; and in like manner may the Ryuts of the Sultan of Lahej hold property in Aden, subject to British law and jurisdiction.

Article V.

The bridge of Khore Muksa, and the plain between it and the mountains of Aden, forming the Isthmus, is British property, and no further North.

Article VI.

Sultan Ali M'Hassan Foudthel binds himself to keep the roads leading to Aden clear of plundering parties, and protect all merchandize passing through his territory, punishing if in his power all who plunder, molest, or injure others.

Article VII.

Such articles as the Sultan of Lahej may personally require for his own household shall pass Aden free of all custom duty, and in like manner all Government property shall pass the territories of the Sultan free from transit duty.

The Sultan of Lahej binds himself to levy only the following Transit Duties within his territory upon all goods passing into Aden from the hills, viz. belonging to British subjects :—

Wheat, Jowari, Flour, Ghee, Grapes, and fruits of all kinds, Honey, Foah, Dholl, Senna, Gums Frankincense, Worruss, Coffee, Khâat	2 per cent. upon inland value.
Vegetables, Wood, Grass and Kirby.	Free of duty, being the growth of the Abdali territory.

And 2 per cent. upon all articles not enumerated.

Articles passing out from Aden into his territory :—

Outub Cotton	2 per cent.
Snuff	2 „
Pepper	2 „
White and Cotton Cloths	2 „

Iron and Lead	2	per cent.
Hookas	2	„
Dates	2	„

And 2 per cent. on all articles not enumerated.

ARTICLE VIII.

Sultan Ali M'Hassan Foudthel binds himself to encourage the growth of all kinds of European and Native vegetables for Aden market.

ARTICLE IX.

Sultan Ali M'Hassan Foudthel most solemnly attests the religious sincerity of this Agreement, and moreover declares that in all things relating to the peace, progress, and prosperity of Aden, he will lend his utmost aid to support the interest of the British, and will listen to, and, if possible, attend to the advice of the British Government representative in Aden in all matters.

ARTICLE X.

Sultan Ali M'Hassan Foudthel further binds himself by oath, that should any breach of faith, or trespass on the aforesaid bond, either as concerning himself, children, relatives, Chiefs, or any other person or persons of his tribe, or those in authority under him, or in his pay, or by any means connected with his Government, or under his jurisdiction, or should one, or any one of the aforesaid persons be in any manner convicted of having been privy to, or accessory to such breach of faith, or trespass on the Treaty, or of committing any act of plunder on the roads leading to Aden through his territory, to take the whole responsibility on himself, and to be answerable to the British Government. Further, if he, or any other above mentioned, either openly, or by secret machination, protect any offender, and do not render entire satisfaction to the British, and for any breach of the above Articles, he freely and solemnly swears to relinquish all claims to the salary (hereafter mentioned) granted by the Right Honorable the Governor General of India, and declares himself a perjured man.

ARTICLE XI.

Stafford Bettesworth Haines, Captain in the Indian Navy, and Political Agent at Aden, being duly authorized, does hereby solemnly promise, in the name of the Right Honorable the Governor General of India, to pay to Sultan Ali M'Hassan Foudthel, his heirs and successors, the sum of five hundred and forty-one German Crowns per month, so long as he or they continue to act with sincerity, truth, and friendship towards the British, and in every respect strictly adhering to the terms of this Treaty.

This Treaty is concluded and agreed to, this 7th day of May, in the year of our Lord one thousand eight hundred and forty-nine.

In witness whereof we have set our seal and signature.

Seal of the Sultan of Lahej.

(Signed) ALI M'HASSAN FOUDTHEL.

Seal.

(Signed) STAFFORD BETTESWORTH HAINES,
Captain Indian Navy, and Political Agent at Aden.

Seal.

(Signed) DALHOUSIE.

MEMORANDUM.—This Treaty was ratified by the Right Honorable the Governor General of India on the 30th October 1849.

MEMORANDUM.—*During the Months of January, February, and March,* 1839, *the following Engagements were concluded by Captain* HAINES, *Political Agent at Aden, with the undermentioned Tribes, inhabiting countries in the vicinity of Lahej.*

HAZZABEE TRIBE.

Engagement of friendship and peace, concluded on the 31st January 1839, between Captain HAINES, of the Indian Navy, on behalf of the Honorable East India Company, and the Hazzabee Tribe.

Bismillahir Rahmanir Raheem Bemunnihee 'talla. This Agreement is between the Hazzabees for peace, on the part of Shaikh Abdullah Hazzaab, Shaikh Hamed bin Abdullah Hazzaab, Shaikh Mahomed bin Abdullah Hazzaab, Mukee Hazzabee, and Commander Haines, the English Agent, on the part of Government. We are now friends, and promise peace and friendship, great and lasting friendship, and that our hearts and wishes are one.

Further, that there shall be peace and friendship with Aden, and that when any of our subjects or the subjects of Britain pass into each other's territory, neither party shall be insulted or injured. We are one. If the subjects of either do wrong, they are to be given over for punishment by their own laws.

Dated 31*st January* 1839.

Witnesses.

SYUD ALOOE BIN HYDROOS.
ALI BIN BOOBEKER.
RASCHID ABDULLAH.

(Signed) SHAIKH MAHOMED BIN ABDULLAH.
HAZZAAB MUKEE HAZZABEE.

(Signed) S. B. HAINES.

CHIEF OF WAHEEL.

Engagement concluded on the 2nd February 1839, between SYUD MAHOMED JAFFER BIN SYUD HYDROOS, Chief of Waheel, and all under him, and Commander HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

We agree to lasting peace and friendship.

Aden is open for our free intercourse and friendship, and so is our country to each other, and both parties agree there shall be no oppression or insult.

Dated 2nd February 1839.

(Signed) SYUD MAHOMED JAFFER BIN SYUD HYDROOS.

HAGRABEES.

Engagement of peace and friendship entered into on the 4th February 1839, by Sultan HYDRA BIN MAIDEE, of the Hagrabees, and SHAIKH ABDUL KUREEM BIN SALLAH MAIDEE, SHAIKH FOUDHEL BIN HYDRA BIN AHMED, of Sela, Hagrabee Chiefs, with Commander HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

Between the British and Hagrabees there shall be peace and lasting friendship. Aden, belonging to the English, and the Hagrabee Tribe, shall be at peace, and firm friends. If the subjects of either wish to have free intercourse in each other's territory, they shall be welcome, and receive neither molestation nor insult.

If the English wish to enter the Hagrabee territory, they shall be respected, and received with kindness, for they are friends. If any disturbance should take place between the subjects of either country, the culprit, if English, is to be given over to the laws of Aden; if Hagrabee, to the laws of the Sultan, for punishment.

In witness of the Agreement in the presence of God.

Dated Aden, the 4th February 1839.

Signed by SULTAN HYDRA BIN MAIDEE.

Witnesses.
SYUD ALOOE.
RASCHID ABDULLA.
JAFFER BIN MOOLLA ABOOL.

(Signed) S. B. HAINES.

SHAIKH EL ABBADEE.

Engagement entered into on the 18th February 1839, between SHAIKH IWAS BIN SALLAAM EL ABBADEE and his Tribe, with Commander HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

Between our respective territory there shall be peace and friendship, and Aden shall be at peace with the Abbadees.

A free intercourse for barter shall be permitted, without insult or oppression; and in proof of the faith of this, Shaikh Iwas bin Sallaam agrees that his people shall not molest or plunder on the roads leading to Aden, and if any such misdemeanor occurs, he will be answerable.

Dated the 18*th February* 1839.

(Signed) IWAS BIN SALLAAM EL ABBADEE.

Witness.
SYUD ALOOE.

(Signed) S. B. HAINES.

SHAIKH MAIDEE.

Engagement of peace and friendship entered into on the 18th February 1839, by SHAIKH MAIDEE BIN ALI ZABAREE, with Commander HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

Between us and our countries there shall be peace and friendship; it shall be lasting: our interest shall be one.

We agree that Aden and the English shall be at peace with my tribe, and that the subjects of either may enter the other's territory, and shall neither be oppressed nor insulted, but treated with friendship. This we promise on both sides.

Whoever may enter Aden of Shaikh Maidee's tribe shall be respected, and allowed free intercourse, attending of course to the laws.

If robbery on the roads take place, either by Shaik Maidee's tribe or any other within his District, he will be responsible.

Dated the 18*th February* 1839.

(Signed) SHAIKH MAIDEE BIN ALI.

(Signed) S. B. HAINES.

Witnesses.
M'HASSAN SHAH MONTEE.
SYUD ALOOE.

SHAIKH OF ZAIDEE.

Engagement entered into on the 18th February 1839, by the Shaikh of Zaidee, SHAIKH SALLAH AMMOIDEE, with Commander HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

Between our respective countries there shall be peace and friendship, and Aden be at peace with us. The subjects of either may enter the other's territory without being subject to insult or oppression, merely attending to the laws.

Dated the 18th February 1839.

Witness. (Signed) SHAIKH SALLAH AMMOIDEE.
ABDUL RUSSOOK KAZEE.

(Signed) S. B. HAINES.

SUBEES.

Engagement entered into on the 19th February 1839, by Shaikh MAHOMED SYUD MUSWADEE, and Shaikh IWAS ABDULLAH, Shaikh MAHOMED BIN AHMED, Shaikh KOIEL, of the Muswaidee territory of the Subees, and Commander HAINES, of the Indian Navy, on behalf of the Hon'ble East India Company.

Between us there shall be friendship and lasting peace; our wishes shall be one of kindness. Aden shall be at peace with us, and the subjects of both countries shall be at peace. No molestation or insult shall be offered in their intercourse with each other.

Dated the 19th February 1839.

Signed by the Chieftains.

Witnesses.
ABDUL RUSSOOK KAZEE, of Aden.
JAFFER BIN MOOLLA ABOOL.

Engagement of peace and friendship, entered into on the 20th February 1839, by Shaikh MAHOMED BIN ALI BUSALEE, of the Southern Subdivision of the Subees, with Commander HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

Between us there shall be lasting friendship and peace, and we agree to it in the presence of God. Our friendship shall be as one.

There shall be peace with Aden, and the subjects of my Tribe and the sub-

jects of the British shall have free intercourse, and not be molested or insulted in either's territory.

Any breach of this Treaty, or of the roads to the Red Sea being infested with robbers, shall be on the head of Shaikh Mahomed bin Ali, and he will be answerable that no Kafelas shall be molested. This Shaikh Mahomed bin Ali not only promises in his own District, but in that of the Tribe of Artefee, whom he also controls.

If property either from Aden or from the Subea territory wishes to pass through the other territory, it shall be respected and protected; and for any infringement Shaikh Mahomed Busalee shall be answerable.

Dated the 20th February 1839.

(Signed) SHAIKH MAHOMED BIN ALI BUSALEE.

Witnesses.

SYUD ALOOE.

ALI BIN ABDULLA.

SHAIKH ARSEL MUSAIDEE.

(Signed) S. B. HAINES.

YAFFAAES.

Engagement of friendship and peace, entered into on the 21st February 1839, by SHAIKH ARSEL BIN HYDEE BIN AHMED MUSAIDEE, of a District of the Yaffaaes, and the accredited Agent from the ancient Chieftain Sultan ALI GOOLAB, of the Yaffaaes, with Commander HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

We agree that there shall be peace and friendship between us, and that the English at Aden shall be at peace with us. Should the subjects of either country enter the other's territory, they shall not be molested or insulted, but be considered as friends.

If Kafelas from the Yaffaae District wish to enter Aden by the Gar Wallah territory for trade, they shall not be molested, but the property respected by both parties, and the owners allowed free intercourse and barter. They may export from Aden, and they shall be respected.

Dated Aden, the 21st February 1839.

(Signed) SHAIKH ARSEL BIN HYDEE BIN HAMED.

Witness.

ALLI ABDALLAH SYUD ALOOE.

SHERZEBEE TRIBE.

Engagement of friendship and peace, entered into on the 10th March 1839,

by AOUN BIN YOOSOOF SHERZEBEE, with Captain HAINES, of the Indian Navy, on behalf of the Honorable East India Company.

This paper is my witness, and is written by Shaik Kasim bin Syud Sherzebee, and the interpretation is good. I am a friend, and a great friend with the English; it is true and permanent friendship. I trust in God that it will never be otherwise, and that nothing wrong shall ever take place—not even the slightest insult. My people shall enter your territory, and yours mine, as friends. Whatever the English please shall be done, and there shall never be two words. I will always act upon your seal, whatever it may be. Our friendship is known to God, and he is witness to it.

Dated the 10th March 1839.

(Signed) AOUN BIN YOOSOOF SHERZEBEE.

Witnesses.

SYUD ALOOE BIN ZAIN BIN SUB HYDROOS.

JAFFER HADEE SHAIKH OTHMAN.

(Signed) S. B. HAINES,
Political Agent.

LOONAWARA.

Engagement of protection from the British Government, given to the Chief of Loonawara by Major ALEXANDER WALKER, *Resident at Baroda, under date the 27th September* 1803.

This is to certify, that the Rana Prutab Sing, Chief of Loonawara, having applied for the Hon'ble Company's protection, and having, by the friendly intercourse of letters, declared that all his means shall be employed to promote the destruction of Kanoojee, I have at his request, and in consideration of the above circumstances, granted to him this writing, which will entitle him to the friendship of the English and of their ally, Anund Rao Gaekwar.

Should the English troops, in prosecution of the war against Kanoojee, enter the territories of the Raja of Loonawara, they will refrain from doing the inhabitants any injury or molestation; on the contrary, they may be assured of protection; the Raja on his part ordering his subjects to furnish provisions and whatever may be required, which will be punctually paid for, according to the custom and good faith of the English.

This writing is on the opposite side translated into Murathee, that the Officers of the Gaekwar Sirkar may also extend their friendship to the Rana Prutab Sing.

Done at Baroda, 27th September 1803.

(Signed) ALEX. WALKER,
Resident at Baroda.

MEMORANDUM.—The above Engagement was approved by the Honorable the Governor in Council of Bombay, on the 5th October 1803.

Treaty with the Raja of Loonawara, dated the 14th November 1803.

In virtue of the authority which has been vested in Colonel JOHN MURRAY, commanding the British forces in Guzerat Uthavisee, and Districts conquered from Dowlut Rao Sindia, to ratify and conclude a Treaty of amity with me, on the basis of friendship, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by Colonel Murray during his continuance in the Loonawara District; and anxious to profit by the friendly protection which the Honorable Company Bahadoor has been graciously pleased to extend towards me, I do, of my free will, and in conformity to the terms previously agreed to, hereby enter into or confirm the following conditions, namely:

ARTICLE I.

First, as tributary to the Honorable Company Bahadoor, I hereby engage, in consequence of their gracious concession in my behalf of the tribute hitherto usually paid by me to the late Government of Dowlut Rao Sindia, to maintain, at my own expense, devoid of every claim to remuneration from the Government of the Honorable Company Bahadoor, a military force for the defence of my territories, the services of which shall be at their command, in repelling every attempt hostile to their interests, by an invasion of Guzerat through my Districts; and I hereby engage to relinquish all claim to indemnification for any injury myself or subjects may sustain, in our persons or property, by these efforts against the common enemy, considering on all occasions the enemies of the English as my own, and pledging myself to defend my country against them to the last extremity; further engaging to give such token of allegiance as His Excellency the Governor General may be pleased to require.

ARTICLE II.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my Districts; and relinquish all claim to remuneration for their services from the Government, as far as relates to them or those in their service; but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give the merchants.

Concluded at Camp Loonawara, November 14th 1803.

(Signed) J. MURRAY,
Colonel.

MEMORANDUM.—The Honorable SIR GEORGE BARLOW, Governor General

of India, withdrew from the above Alliance in the year 1806. On the 10th August 1819 the right of supremacy over Loonawara, which had intermediately been assumed by Sindia, was ceded to the British Government, under the Engagement which will be found at page 745 of this volume.

Engagement entered into on the 16th April 1840, by MAHRANA FUTTEH SINGJEE, *Chief of Loonawara, with* A. REMINGTON, *Esq., 1st Assistant to the Political Commissioner for Guzerat.*

Having taken into consideration the subject brought to my notice, regarding the abolition of Suttee, I have, conformably thereto, issued a Proclamation to inform the people residing in my Districts, and will further make suitable arrangements in the matter.

Dated the 16th April 1840.

Seal of the Chief of Loonawara.

MADAGASCAR.

Treaty concluded on the 23rd October 1817, by His Excellency R. T. FARQUHAR, *Esq., Governor of the Mauritius, with the King of Madagascar, for the suppression of the Slave Trade, and confirmed by His Britannic Majesty King George the IV. on the 29th April* 1820.

His Excellency ROBERT TOWNSEND FARQUHAR, Esquire, Governor and Commander-in-Chief of the Island of Mauritius and dependencies, Captain General, Vice Admiral, &c. &c. &c. by his Commissioners, Captain Stanfell, of the Royal Navy, commanding His Majesty's Ship "Phaeton," and T. R. Pye, Esquire, Assistant Government Agent at Madagascar, they being furnished with full powers from His Excellency, and RADAMA, King of Madagascar, by his Commissioners, Ratzalike, Rampoole, Rumanon, and Raechut, they being furnished with full powers by, and representing His Majesty, have agreed upon and consented to the following Articles and conditions:—

It is agreed upon between the parties respectively subscribing to this Treaty, that the mutual confidence, friendship, and brotherhood, which are herein stated to exist between the contracting parties, shall be preserved and maintained for ever.

It is also agreed upon, and the contracting parties do agree by these presents, that from the date of the present Treaty there shall be a complete cessation and abolition, within the territories of King Radama, and wherever his authority shall extend, of the sale and exportation of slaves or other individuals whereby these might be transported from the Island of Madagascar into any other country, island, or State, belonging to any Prince, Potentate, or Power whatever; and Radama, King of Madagascar, shall make a Proclamation and a law, in the which he shall prohibit his subjects, without distinction, as well as all other persons dependent on him or on his kingdom, to sell, or export, or remove from the Island of Madagascar, any slave or slaves, or to aid, abet, or encourage any sale of this nature, under the penalty of being themselves reduced to a state of slavery. And taking into consideration the concession thus made on the part of King Radama, and by the nation at large, in full compensation of this, and in further consideration of the loss of a part of his revenues in consequence of the said concession made by Radama, King of Madagascar, the Commissioners on the part of His Excellency the Governor of Mauritius engage to pay yearly to Radama the following articles, viz:

One thousand Dollars in Gold.
One thousand Dollars in Silver.
One hundred Barrels of Powder, weighing 100 lbs. each.
One hundred English Muskets, with accoutrements complete.
Ten thousand Gun Flints.
Four hundred English Regulation Caps, for Privates.
Four hundred Stocks for Privates.
Four hundred Red Jackets for do. (Indian).
Four hundred Shirts for do.
Four hundred pair of Trowsers for do.
Four hundred pair of Shoes for do.
Twelve Serjeants' Regulation Swords, with Belts.
Four hundred pieces of White Linen } Indian.
Two hundred pieces of Blue do. }
A large Uniform Coat of Red Cloth, with two Epaulettes.
A Hat and Boots for the King.
Two Horses.

These articles to be delivered on receipt of a certificate stating that the aforesaid laws and proclamations have been duly executed during the preceding year, the said certificate to be signed by Radama, and countersigned by the Agent of His Excellency's Government residing at Radama's Court.

And it is moreover agreed upon by the contracting parties, that they protect

the faithful friend and ally of England, the King of Anjouhan, from the attacks to which for many years past he has been exposed on the part of some of the minor States on the coast of Madagascar; and that they will employ all the influence they possess over their subjects, allies and dependants, to put a stop to this system of piracy; and for this purpose proclamation shall be made and published by Radama and the Governor of Mauritius, in the which they shall prohibit all persons whatever from engaging in the said piracy, and copies of these proclamations shall expressly be distributed in the said sea-ports on the Madagascar coast.

ADDITIONAL ARTICLE.

The contracting parties have agreed upon considering this Treaty as provisional until it shall have been ratified and confirmed by His Majesty's Ministers on the part of the King of Great Britain, which ratification shall be transmitted to the King of Madagascar by his Envoys to that Court, but this formality is not to prevent the conditions and stipulations contained in the Treaty being immediately fulfilled in all their bearings.

Given at Samatane, on the Island of Madagascar, this 23rd October 1817.

(Signed) FRANCIS STANFELL,
Captain H. M.'s Ship "Phaeton,"
Senior Naval Officer, and Commissioner.

RATZALIKE RAMPOOLE.
RAMANOW.
RAECHUT.

(Signed) THOMAS R. PYE,
Agent of the British Government, and Commissioner.

Confirmed and ratified by command of His Majesty King George IV. King of the United Kingdom of Great Britain and Ireland, &c. on the 29th April 1820.

Government House, Port Louis, Mauritius, the 4th September 1820.

(Signed) R. T. FARQUHAR,
Governor of Mauritius and Dependencies.

Accepted and ratified at Tananarivoux, this day, 11th October 1820.

(Signed) RADAMA WEAUZAKA.

Proclamation issued by the King of Madagascar, on the 23rd October 1817, *for the purpose of giving effect to the provisions of the above Treaty.*

INHABITANTS OF MADAGASCAR,

You are none of you ignorant of the friendship we enjoy with the Governor of Mauritius, and the devoted attachment we have avowed to him. His atten-

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tion, unlike that of all other foreign nations that have visited our shores, has been directed to increase our happiness and prosperity; he has never deprived us of our rights or our properties, he has not suffered the white men to carry off our children into slavery; he has sent us people to teach us arts and industry unknown to us before, to defend us against our enemies, and to prevent famine, by more extensive cultivation. We are happier and safer since the establishment of British dominion in our neighbourhood, and we are grateful to our good Father who has procured for us these blessings.

His nation and King have made laws to prevent you from being carried out of your Island into slavery, and he has punished such of the whites as have presumed to violate this law.

He has called on us to assist him in this work for our own benefit, and he has promised his powerful assistance to punish such as may be refractory or disobedient.

We willingly agree to this proposal of our Father, and we hereby declare that if any of our subjects or persons depending on our power shall henceforward be guilty of selling any slave or other person for the purpose of being transported from the Island of Madagascar, the person guilty shall be punished by being reduced to slavery himself, and his property shall be forfeited to me.

Let my subjects, then, who have slaves, employ them in planting rice and other provisions, and in taking care of their flocks, in collecting bees-wax and gums, and in manufacturing cloths and other articles which they can sell. I set them the first example myself, by abandoning the tax payable to me upon the sale of slaves for exportation.

I direct my brother Jean Rene, and other Chiefs upon the coast, to seize for their own use and profit all such slaves as may be attempted to be exported in their respective Provinces; they will also give every support and assistance to the Government Agent of Mauritius in the execution of his duties.

I command all my subjects and dependents, and invite all my allies, to abstain from any maritime predatory excursion whatever, and more particularly neither to practise nor allow of any attack or attempt upon the friends of our ally, the British nation.

It has been usual to make an annual attack upon the Sultan of Johanna and the Comoro Islands. Our good friend, the Governor of Mauritius, dissolved the meditated attack of last year, and we now join with him in forbidding any further enmity to the King or inhabitants of the Comoro Archipelago, or other Islands on the coast of Africa, or north Archipelago, under pain of our most severe displeasure, and of incurring the punishment due to pirates, of whatever nation or people they may be.

Such is my will, let it be known to every inhabitant of this island; it is for their own happiness and their own safety to pay obedience to this Proclamation.

(Signed) RADAMA.

Madagascar, 23rd October 1817.

Further Engagement entered into on the 11*th October* 1820 *by the King of Madagascar, for the purpose of giving effect to the provisions of the Treaty concluded by him on the* 23*rd October* 1817 *for the suppression of the Slave Trade.*

By virtue of a Treaty made and concluded between His Majesty RADAMA, King of Madagascar, and His Excellency R. T. FARQUHAR, Esquire, Governor and Commander in Chief of the Island of Mauritius and dependencies, Captain General, Vice Admiral, &c. &c. &c., bearing date the 23rd October 1817, the abolition of the traffic in slaves for exportation shall from the date hereof be maintained and preserved inviolate, and the contracting parties engage to fulfil, with the most scrupulous exactitude, all the Articles and conditions subjoined to the said Treaty.

Conformably to this Treaty, confirmed by order of His Britannic Majesty, and accepted this day by His Majesty the King of Madagascar, Mr. James Hastie, Agent of Government, on the part of His Excellency Governor Farquhar, has agreed upon with King Radama, that the said Mr. Hastie shall bind himself, on the part of this Government, to take with him twenty free subjects of His Majesty King Radama, to be instructed in and taught different trades, such as mechanics, goldsmiths, weavers, carpenters, blacksmiths, &c. &c. &c. whereof ten shall be conveyed to England, and ten to the island of Mauritius, at the expense of Government. It is further agreed upon between the contracting parties, that if, on the arrival at Mauritius of the aforesaid twenty persons, accompanied by Mr. Hastie, the Government should refuse to provide for the instruction of these twenty persons, viz. ten at Mauritius and ten in England, then shall the Treaty become null and void, without at all compromising the word of King Radama. It is understood by this Article, that the English Government shall place the said twenty persons with individuals following the several trades before mentioned, but the said Government is not responsible either for their conduct or incapacity.

Mr. James Hastie also engages to take with him eight other persons, to learn music, in order to be formed into a band for the regiment of guards of His Majesty the King of Madagascar.

In consequence of this Article, and of the conditions above mentioned, King Radama will make a Proclamation, in the which he will declare and publish the said abolition of the exportation of slaves from within his dominions and territories, and wherein he will invite persons of talent and trade, &c. to repair to his kingdom, under the assurance of his protection.

The said proclamation shall be published and inserted in the "Mauritius Gazette."

Given at Tananarivoux, the 11*th day of October* 1820.

(Signed) RADAMA WLAUZAKA.

(Signed) JAMES HASTIE, Agent of the British Government.

Further Proclamation issued by the King of Madagascar, under date the 11th October 1820.

RADAMA, King of Madagascar, moved by the same principles of humanity which have induced the Sovereign of Great Britain and other powerful States to abolish and prohibit the exportation of slaves, by these presents solemnly proclaims that it is forbidden to all and every person to export the natives of Madagascar, under pain of being themselves or himself reduced to slavery.

The King of Madagascar embraces this opportunity of inviting all persons of talent and trade to repair to his kingdom, with a view of prosecuting their enquiries and researches as to its productions; and he gives to them the sacred assurance of his protection in all their undertakings and efforts.

Given at Tananarivoux, the 11th of October 1820.

(Signed) RADAMA WLAUZAKA.

The seal of King Radama.

MAHEE KANTA.

Security Bond of Sixteen Articles, taken by Lieutenant Colonel BALLANTYNE, *on behalf of the British Government, from the Chiefs of the Mahee Kanta, in the year* 1812.

We, Thakoor Koonwur brothers, nephews, and inhabitants of together with those bearing arms, and dependant on the Zilla.

According to the custom of the country we have received the orders of Government as subjects to be obedient, and to live peaceably and orderly. We agreeing, thus do of our own accord write the Articles of Zameen, Fuel Zameen, Ar Zameen, Hazir Zameen, and Mal Zameen, as follows:—

ARTICLE I.

We will not be guilty of any violence, theft, &c. nor will we instigate others to such acts, in any part of the country. We will not associate with, nor instigate others to associate with outlaws, whether Koolies, Rajpoots, Musulmen Soldiery, Kattees, or other offenders. We will not give them shelter, nor

food, nor hooka, nor water; if these come into our villages, we will seize and give them up to Government; if they should be passing through our boundaries, we will pursue, seize, and deliver them up, and then act as Government shall order. We will not in any way assist disturbers. Should we be detected in having any thing to do with them, we will be answerable to Government.

If the footsteps of thieves are traced into our boundaries, we will carry them forward, and deliver them over to the next village: if the thief should belong to our village, we will hand him over to Government, and the property stolen. Should we know that the people of the next village are engaged in any unlawful acts, we will make it known; if we do not, we will answer for it ourselves. If any of our people go into the Company's Districts, or into any other Talooka, to steal, we will be answerable; if the thief should be killed in the act, we will not make any claim, nor raise any feud on that account.

ARTICLE II.

The management of our Talooka and land shall always be conducted in obedience to Government, as hitherto.

ARTICLE III.

We agree to the arrangement of Government regarding the dues of Ghansdana, Jumabundee, Khichree, and other lawful demands; in that manner we will pay them annually. The Government dues, and certain dues to Zumindars, are payable by us; and we have given bankers' security for their payment; in that manner we will pay without fail.

ARTICLE IV.

Should we have taken possession of any Zumindar's land or village through his weakness, we will give them up at the Government order, on reasonable terms. Should we have obtained any one's land or villages by a loan of money, we agree to its being redeemed in any reasonable way Government may decide on, and lay no claim on the land, nor will we dispute with the owner of the village about it. Should there be any dispute on money transactions, either now or hereafter, we will refer it to Government, and abide by its decision, but will not quarrel direct with the parties, nor accumulate any expense on them; nor without the consent of Government will we purchase or take in pledge or present, any lands, Geeras, or village.

ARTICLE V.

We will not quarrel, nor fight, nor instigate others in our Talooka, with our relatives, or amongst ourselves. If there should be any disturbance of this kind, we will refer it to Government, and abide by its decision; we will not

act for ourselves in any thing. If any villages quarrel, or collect a mob, we will have nothing to say to it. If there should be a Government Thana, now or hereafter, as they shall tell us so will we do.

ARTICLE VI.

Our lawful dues, Geeras Wanta, Vole Daan Rukhoopa, whatever we have always enjoyed, and claim either in the Company's Districts, or in Talookdars' or Zumindars' lands, we will give a detailed account of such to Government; and as Government shall provide for its payment, we and our children, to the latest posterity, shall abide by. What Government will give, we will receive with gratitude. Should there be any boundary dispute, it shall be referred to Government: what shall seem reasonable to Government to decide, we will agree to.

ARTICLE VII.

If any Geerasia shall come to live in our Talooka, and shall not receive his Geeras, Run Wutia,* Pusaeeta,† we will inform Government, but will not allow him to proceed to violence direct: if we fail in this, and anything happens in consequence, we will be answerable, or we will hand over such Geerasia to Government. We will take care that no servant of ours, while in our service, being discharged, shall, under pretence of claims on us, create any disturbance, be he Rajpoot, Kooly, or other; or we will be answerable.

ARTICLE VIII.

We will not impede any merchant or traveller going or coming; we will protect the roads. If any loss is incurred in our boundaries, we will expel and hand up the author to Government, and be answerable. We will not levy more than ordinary transit dues on any persons.

ARTICLE IX.

Should there be any Sebundy, horse and foot, in our service, whether Sindees, Arabs, Mekranees, or other foreigners, we will discharge them; and we will not maintain foreigners in future, nor allow others to do so. If we shall be proved to do so hereafter, we will be answerable, and we agree to any punishment Government may inflict.

ARTICLE X.

Should we have given to any one from our paternal estate or shares of our brotherhood, any Geeras, Wanta Pusaeeta, in payment of loan, or compensation of blood, or Inam, we will not resume it without repayment or compensation.

Any Geeras or land given for the maintenance of our brothers or relatives, which they have always enjoyed, shall not be resumed; if in these things there

* Blood compensation. † Land held free of rent.

should be any dispute, it shall be referred to Government, and any reasonable order obeyed.

ARTICLE XI.

If any one in the Company's service, or any troops be coming or going, we will guard and watch them while on our boundaries; and, according to the custom of the country, will give them guides, and guards to escort them beyond our boundaries.

ARTICLE XII.

If the Koolies of our boundaries have any horses, it shall be made known to Government; and as orders shall be received, they shall keep them or not. If we offend Government, and Government take our horses from us, we can lay no claim on that score.

ARTICLE XIII.

We will not allow any one to smuggle Opium without a Purwana from Government, sealed. Should it be attempted, we will seize it, and report it to Government, and as Government shall order, so will we do.

ARTICLE XIV.

If any Mehta or Sepoy shall come to superintend at our villages, we will shew all our papers and accounts, and will not refuse.

ARTICLE XV.

For any past robberies, if any footsteps have been brought to our village, or the thief is proved to be in our village, or the stolen goods are proved to be in our village, we will restore the whole, and be answerable to Government.

ARTICLE XVI.

Besides the above Articles, we will obey any orders of Government. If for any money matters, or any business, or to give evidence, any person is required, we will produce him.

In this manner we have written 16 Articles, and we and our posterity will abide by them; if we fail herein, we will abide by such punishment as Government may inflict. For adherence to these Articles, our country and lands, Geeras and Revenue, are our securities for our good conduct. Bharote of the Purguna is Fuel Zamin, Hazir Zamin, and Mal Zamin, and Thakoors of are our counter-securities, together with their villages. As above written, every year and for ever, these shall be answerable, and make us so.

MEMORANDUM.—The following Chiefs in the Mahee Kanta are bound by the foregoing General Engagement of 16 Articles.

WATRUK KANTA.

The Chief of Ghorasur.
" " Bharmooara.
" " Khural.
" " Poonadra.

The Chief of Jher.
" " Neermalee.
" " Satoomba.
" " Amlyara.

BYUL PURGUNA.

The Chief of Lohar.
" " Sametrye.
" " Wurodra.
" " Khanpoor.
" " Kulianjeena Mooara.
" " Rakheeal.
" " Bhardolee.
" " Sahibjee na Mooara.
" " Kurjodra.
" " Sulkee.
" " Seeawara.
" " Leehora.

The Chief of Dubora.
" " Wasna Dolarana.
" " Hursolee.
" " Hurukjee Mooara.
" " Amrajee Mooara.
" " Wutwa.
" " Porda.
" " Kupoopoor.
" " Myheesa.
" " Paloodra.
" " Dana.

SABER KANTA.

The Chief of Elol.
" " Dedrota.
" " Kheran.
" " Hapa.
" " Tajpooree.
" " Derol.

The Chief of Wuktapoor.
" " Prempoor.
" " Kudolee.
" " Peethapoor.
" " Mansa.
" " Wursora.

REHWUR ZILLA.

The Chief of Roopal.
" " Runasun.

The Chief of Mohunpoor.
" " Dudalya.

NANEE MARWAR.

The Raja of Eedur.
" " Ahmednuggur.
The Chief of Wurasa Tintor.
" " Loonawara.*
" " Wulasna.
" " Malpoor.

The Chief of Danta.
" " Soodasna.
" " Ghurwara.
" " Hurol.
" " Chandup Golawara.

KANKRUJ† ZILLA.

The Chief of Thura.
" " Kakore.
" " Sumaoo.

The Chief of Wurra.
" " Khemana.
" " Moondeta.

* The affairs of this Chief are now conducted under the control of the Political Agent in the Rewa Kanta.

† This Zilla has subsequently been transferred to the charge of the Political Superintendent of Pahlunpoor.

The Chief of Sudurpoor.
" " Seeoree.
" " Moondetta no Nes.
" " Zabria.
" " Oombree.
" " Raner.
" " Endurmana.
" " Bhunduramlee.
" " Loonpoor.
" " Ranikpoor.
" " Woon.

The Chief of Baderwalee.
" " Bhulgaum.
" " Kumbole.
" " Bookolee.
" " Urneewara.
" " Chutrala.
" " Angunwarra.
" " Chapra.
" " Varjer.
" " Ambulra no Nes.

KUTHOSUN ZILLA.

The Chief of Kuthosun.
" " Soowala.
" " Nundasa.
" " Jakasun.
" " Zotana.
" " Ejpoora.
" " Ajubpoora.
" " Gumanpoora.
" " Kusulpoor.
" " Paluj.
" " Tulewee.
" " Visroda.

The Chief of Rataye Nanee.
" " Moolajee Poora.
" " Ratayee Motee.
" " Tejpoora.
" " Gokulpoora.
" " Rampoor.
" " Santhul.
" " Mugoona.
" " Mahmudpoor.
" " Delolee.
" " Jateepoor.

MAHEE KANTA.

The Chief of Bhadurwa. *
" " Oometa. *

The Chief of Unghur. *

SOWLEE PURGUNA.

The Chief of Ryeka. *

The Chief of Dorka. *

TINTOEE.

Agreement entered into by KUNKAJEE CHUMPAVUT, *Chief of Tintoee, and his son* LALJEE, *with Captain* WILLIAM MILES, *on behalf of the Honorable East India Company, dated Chytru Vud* 12*th* (29*th April* 1821).

ARTICLE I.

I engage not to rob or plunder in any part of the country, nor be the cause of robbery or plunder, nor will I cause any disturbance.

ARTICLE II.

I engage not to receive or harbour any outlaw or offender, from the territories of the Honorable Company, the Gaekwar, or any other part or country, but will seize, and deliver up such offender or outlaw without delay or excuse.

* The charge of these Estates has been subsequently transferred to the Political Agent in the Rewa Kanta.

ARTICLE III.

I will not fail to resist persons in opposition to the British Government, or the Gaekwar, to the utmost of my power, and will not give them assistance in any way, but use my best endeavour to cut off their supplies, and apprehend them.

ARTICLE IV.

I engage not to enter into any quarrels among my brethren or neighbours, nor will I entertain any foreign troops, as Sindhees, Mekranees, Arabs, &c. &c.

ARTICLE V.

Whatever quarrels may arise between me and my neighbours, I will submit them to the British Government, and abide by its decision.

ARTICLE VI.

I engage to protect the passage of merchandise through my limits, and to conform to whatever regulation may be made by the British Government respecting the collection of Customs or Transit Duties.

ARTICLE VII.

I will not allow any trade in Opium except that regulated by the orders of the British Government.

ARTICLE VIII.

On Magsur Vud, 13th Sumvut 1875 (or the 25th December 1818), I gave security to the British Government, which is still in force, and I engage to conform to the terms of that security, and not to deviate from them.

I have subscribed to the above eight Articles, and will strictly observe them. The perpetual security for this engagement is Bharote Kirta Humeer and Bharote Khooshal Ghela, of the town of Etaree, Purguna Morasa; they will secure the performance of this Contract.

(Signed) THAKOOR KUNKAJEE,
and his son LALJEE.

Securities.
BHAROTE KIRTA HUMEER.
BHAROTE KHOOSHAL GHELA.

Proclamation issued by Government on the 21st September 1843, prohibiting for the future the performance of the rite of Suttee in the Mahee Kanta.

To all the Chiefs, Zumindars, Talookdars, and inhabitants, &c. It is well known to all, high and low, that throughout British India the rite of Suttee, as

a sinful and an unjustifiable taking of life, has been, through the interposition of the British Government, totally abolished by Proclamation since 1829-30, and further, that in 1840, His Highness the Gaekwar, in the most meritorious manner, took this good work into his consideration, and abolished this improper rite throughout his dominions. In this manner has the abolition of Suttee been extended throughout British India, the Gaekwar territories, and the Rewa Kanta Swusthans, whose Chiefs, in the most praiseworthy manner, unanimously followed the enlightened example of His Highness Syajee Row.

Now in a like manner it is the positive intention of the British Government to prohibit Suttee in the Mahee Kanta, and hereby every one is apprized of the same, nor may any one after this plead ignorance of this prohibition; therefore, strictly obeying this injunction, let every one use his utmost endeavours that Suttee be abolished throughout his respective bounds or jurisdiction, and every means taken to prevent it if attempted; and be it understood, that any person, high or low, disobeying this order by not preventing the rite, or by assisting in it, shall be considered as guilty in the eyes of Government of the gravest offence, and will render himself liable to the severest punishment.

By order of the Hon'ble the Governor in Council,

(Signed) L. R. REID,

Chief Secretary to Government.

Bombay Castle, 21st September 1843.

Proclamation issued on the 9th November 1849, *under orders from Government, by the Political Agent in the Mahee Kanta, prohibiting inhabitants of that Province from aiding or abetting in acts of Self-immolation.*

Under the orders of the Honorable East India Company's Government, Captain R. WALLACE, Political Agent, makes known to the Talookdars, Zumindars, District Officers, heads of villages, and other inhabitants of the Mahee Kanta, that in consequence of a Gosaee of Serole in the Ahmednuggur Talooka, by name Mohungeer, having buried himself alive on the 8th May 1849, in which some other persons were aiding and abetting, it is decreed that from this day, if any one shall aid or abet in any act of "Sumadh," or similar act (of self-immolation), or if any one being present shall not endeavour to prevent such an act from being performed, such persons shall be severely punished. It is therefore notified to all Talookdars and heads of villages, that on hearing of such an act they must report it to the Political Agent in the same manner that they are bound to report all murders or atrocious offences; any negligence in this respect will subject them to the customary penalties.

(Signed) R. WALLACE, Political Agent.

Dated the 9th November 1849.

MANDVEE.

Agreement concluded on the 18th January 1810, between the Honorable East India Company and the Raja of Mandvee (in the Surat Collectorate).

IN THE NAME OF GOD.

To NATHAN CROW, Esquire, Chief of Surat, in behalf of the Honorable Company, Bahadoor, writes Mehta Nitianundjee Sookhanundjee, Vidianundjee Sookhanundjee, and Shivanundjee Atmaramjee, in behalf of Raja DOORJUNSINGJEE, of Mandvee, and beg leave to represent: That a Fukeer, named Abdool Rahman, who resides at Bodhun village, has been breeding rebellion, by exciting the fanaticism of the Mahomedan religion, and assembling the Mussulmans, Bohras, &c. of all the surrounding Purgunas, and attempting to force the Bramins to become Mahomedans. He has also erected the flag of Islam, and taken possession of Mandvee, and burned down our houses, with those of the Ryuts, and plundered to the amount of Lacs of Rupees from the Treasury of the Raja, and also to the value of Lacs of Rupees in money, and joys of the Ryuts. The Mahomedans have in fact usurped our country, without justice; and those of their religion who were in our army have joined the fanatics, and the Raja is kept under restriction. We therefore enter into an agreement of amity with you, and request that you will be pleased to send a detachment from the army of the Honorable Company to retake Mandvee, and again establish our Government there, and whatever charges may be incurred by sending the detachment shall be defrayed by us, and repaid by us to you, on our retaking possession thereof; and if we fail to give a satisfactory answer for the abovementioned disbursements, the revenue of our territory shall be answerable for the demand. Besides defraying the aforesaid expences, we assign to you on account of your trouble in this affair from the produce of the Mandvee Purguna, and those of Pardee, &c., viz. five villages, Oodepoor, Koluk, Balda, Pardee, and Sookas, and also of the produce of the Jageer villages, and from whatever territorial revenue we may possess, we make over a share to the Honorable Company of six Annas per Rupee, the remaining ten annas belonging to the Raja, and this division to remain in force for ever and ever. The Company Bahadoor, we trust, will take under their protection our Wuzarut, and maintain the Raja in his Government in future. For the sake of further security, we beg a party, consisting of twenty-five sepoys, may be stationed at Mandvee, the expenses of which shall moreover be defrayed by us. We have delivered to you this writing with our signatures affixed thereupon.

Dated Sumvut 1865, *Poush Shood* 13*th*, *Thursday (corresponding with January* 18*th* 1810).

Witnesses.

FEROZSHAH DHUNJEESHAH.

BRIJLAL SHEOLAL.

Witnessed in the presence of both parties.

RAVUL KOOSULSINGJEE.

Witnessed the Sumvut 1866, Poush Vud 7th, Saturday (or 27th January 1810).

DUYASHUNKER KOOSULJEE, do. do. do.

(Signed) RAJA DOORJUNSINGJEE,

Confirmed the above writing on Sumvut 1866 Poush Vud 7th (or 27th January 1810).

(Signed) MEHTA NITIANUNDBHAEE SOOKHANUND.

The handwriting of VIDIANUND.

„ MEHTA VIDIANUND SOOKHANUND.

Confirmed the above writing.

„ UGAWADY SHIVANUND ATMARAM.

Confirmed the above writing.

(True translate).

(Signed) N. CROW,
Chief at Surat.

Further Agreement in continuation of the preceding one, concluded on the 11*th March* 1810, *with the Raja of Mandvee.*

To the Sirkar of the Honorable Company Bahadoor, NATHAN CROW, Esq., Chief of Surat, Vuzeer Nitianundjee Sookhanundjee, Vidianundjee Sookhanundjee, and Mehta Shivanundjee Atmaramjee, on the part of Raja DOORJUNSINGJEE, of Mandvee, beg leave to represent:

That we have entered with you in an Agreement of six Annas per a Rupee, payable to you from the Territorial Revenue of Mandvee Purguna and the Fort of Pardee, &c., five villages, and which was concluded on the 18th January 1810 (corresponding with Sumvut 1866, Poush Shood 13th). That your share of six Annas, including what His Highness the Peshwa had, has been ceded to the Honorable Company in their Books.

For these purposes, we now fix sixty thousand Rupees (60,000), which, from the current Mrigsal, (in the manner in which your Honor will be pleased to settle the payments whereof, by Kistbundy or instalments, and in conformity thereof) we shall pay that amount annually in the Broach or Purguna currency; and this writing is true.

Dated Sumvut 1866, *Phagun Shood* 6*th*, *Sunday (corresponding with the* 11*th March* 1810).

Witnesses.

(Signed) RAVUL BAWAJEE KOOSULSING.
MAHARANA DOORJUNGSINGJEE.
Confirmed the above writing.
NITIANUNDJEE SOOKHANUNDJEE.
Do. handwriting of Vidianund.
VIDIANUNDJEE SOOKHANUNDJEE.
Confirmed the above writing.
SHIVANUNDJEE ATMARAM.
Confirmed the above writing.

In the above writing, in which sixty thousand Rupees are inserted, the Kistbundy or instalments whereof we have mentioned below, and agreeably to which we shall pay annually into the Sirkar of the Honorable Company Bahadoor at the rate of 5000 Rupees per month.

(Signed) NITIANUNDJEE SOOKHANUND.
Confirmed this writing.
VIDIANUND SOOKHANUNDJEE.
Confirmed this writing.
MEHTA SHIVANUND ATMARAM.
Confirmed this writing.

(True translate).
(Signed) N. CROW, Chief of Surat.

MUSCAT.

Treaty concluded between the Honorable East India Company and His Highness the Imaum of Muscat, under date the 12th October 1798.

Seal of His Highness the Imaum of Muscat.

Deed of Agreement from the State of Oman (Muscat), the place of shelter, under the approbation of the Imaum, the Director, Syud Sultan, whose grandeur be eternal, to the high and potent English Company, whose greatness be perpetuated, as comprehended in the following Articles:—

ARTICLE I.

From the intervention of the Nuwab Etmandood Duola Mirza Mehdy Ali Khan Bahadoor, Hushmut Jung, never shall there be any deviation from this Kuolnamah.

ARTICLE II.

From the recital of the said Nuwab, my heart has become disposed to an increase of the friendship with that State, and from this day forth, the friend of that Sirkar is the friend of this, and the friend of this Sirkar is to be the friend of that Sirkar, and in the same way the enemy of this is to be the enemy of that.

ARTICLE III.

Whereas frequent applications have been made and are still making by the French and Dutch people for a factory, *i. e.* a place to seat themselves in, either at Muscat or Bunder Abbas, or at the other ports of this Sirkar, it is therefore written that whilst warfare shall continue between the English Company and them, never shall, from respect to the Company's friendship, be given to them throughout all my territories a place to fix or seat themselves in, nor shall they get even ground to stand upon, within this State.

ARTICLE IV.

As there is a person of the French nation who has been for these several years in my service, and who hath now gone in command of one of my vessels to the Mauritius, I shall, immediately on his return, dismiss him from my service, and expel him.

ARTICLE V.

In the event of any French vessel coming to water at Muscat, she shall not be allowed to enter the cove into which the English vessels are admitted, but remain outside the cove; and in case of hostilities ensuing here, between the French and English ships, the army and navy and people of this Government shall take part in hostility with the English, but on the high seas I am not to interfere.

ARTICLE VI.

On the occurrence of any shipwreck of a vessel, or vessels, appertaining to the English, there shall certainly be aid and comfort afforded on the part of this Government, nor shall the property be seized on.

ARTICLE VII.

In the port of Bunder Abbas (Gombroom), whenever the English shall be disposed to establish a factory, making it as a Fort, I have no objection to

their fortifying the same, and mounting guns thereon, as many as they list, and to forty or fifty English gentlemen residing there, with seven or eight hundred English sepoys, and for the rest, the rate of Duties on goods, on buying and selling, will be on the same footing as at Bussora and Abusheher.

Dated 1*st of Jumadee-ool-awul* 1213, *Hijree, (or the* 12*th of October* 1798, A. D.)

Seal of His Highness the Imaum of Muscat.

Further Treaty between the Honorable East India Company and His Highness the Imaum of Muscat, concluded on the 18*th January* 1800.

Seal of His Highness the Imaum of Muscat.

Agreement entered into by the Imaum of the state of Oman, the place of shelter, with Captain JOHN MALCOLM, Bahadoor, Envoy from the Right Honorable the Governor General, dated the 21st of Shaban 1214, Hijree, (or the 18th January 1800 A. D.)

ARTICLE I.

The Kuolnamah entered into on the 1st Jumadee-ool-awul, Hijree 1213 (12th October 1798), by the Imaum Syud Sultan through Nuwab Etmadood Duola Mehdy Ali Khan Bahadoor Hushmunt Jung, remains fixed and in full force.

ARTICLE II.

As improper reports of a tendency to interrupt the existing harmony and create misunderstanding between the two States have gone abroad, and have been communicated to the Right Honorable the Governor General, the Earl of Mornington, K. P., with a view to prevent such evils in future, we, actuated by sentiments of reciprocal friendship, agree that an English gentleman of respectability, on the part of the Honorable Company, shall always reside at the port of Muscat, and be an Agent through whom all intercourse between the States shall be conducted, in order that the actions of each Government may be fairly and justly stated, and that no opportunity may be afforded to designing men, who are ever eager to promote dissensions; and that the friendship of the two

States may remain unshaken, till the end of time, and till the sun and moon have finished their revolving career.

Seal of His Highness the Imaum of Muscat.

Sealed in my presence, and delivered to me by the Imaum, on board the "Gunjava," on the 18th January 1800.

(Signed) JOHN MALCOLM,
Envoy.

Articles of an Engagement proposed under date the 29th August 1822 by Captain FAIRFAX MORESBY, *Commanding His Britannic Majesty's ship "Menai," to His Highness the Imaum of Muscat, for the prevention of the Slave Trade.*

ARTICLE 1st.—The Imaum to agree that all external traffic in Slaves shall cease, and be abolished for ever from his dominions and dependencies.

ARTICLE 2nd.—The Imaum to agree that all vessels carrying the flag of His Highness, or belonging to or navigated by his subjects, found or convicted of being engaged in the traffic of Slaves to other places than his dominions, shall be considered as pirates, and confiscated; the owners, Captain, and Officers shall be treated as pirates, and have their goods and property forfeited to the Imaum.

ARTICLE 3rd.—That all other persons serving on board such vessels as seamen, or in any capacity, who shall not give information of such unlawful transactions to the Imaum or his Governors within three months after the period of the termination of the voyage, shall be punished by fine, imprisonment, and corporal infliction.

ARTICLE 4th.—His Highness engages to appoint at such places as His Majesty the King of Great Britain may wish, habitations for the residence of Consuls, Agents, and others charged with the suppression of the Slave Trade by English subjects; such Consuls, Agents, or others, are to receive the assistance, on application, of His Highness the Imaum, or his Lieutenant Governor, or others, for the apprehension and detention of all English subjects who may attempt the traffic.

ARTICLE 5th.—That no individual may plead ignorance of the limit within which the Slave Trade is confined, the Imaum to agree that all vessels under His Highness' flag commanded or owned by any of his subjects, found trading in Slaves to the Southward of the parallel of Cape Delgado, His Highness' most Southern possessions in Africa, or to the Eastward of a line drawn from that Cape, past the East point of the Isle Socotra, on to the Persian shore, shall be liable to seizure and confiscation by any of His Britannic Majesty's cruizers, or Officers of Customs, or others deputed by any of His Britannic Majesty's

Governors, and dealt with the same as if such ship or vessel seized was navigated under the English flag.

ARTICLE 6th.—His Highness the Imaum must engage to publish, in all the dominions and dependencies of his Government, the present Treaty, and to consider it equally binding on them all; and finally to agree that the Treaty is provisional until ratified and confirmed by His Majesty's Ministers on the part of the King of Great Britain, which ratification is to be forwarded without loss of time to His Highness the Imaum; nevertheless the Treaty is to be carried into full effect from the present date.

(Signed) FAIRFAX MORESBY,
Captain His Majesty's Ship "Menai."

Muscat, 29th August 1822.

Translation of an Arabic Paper prepared by His Highness the Imaum of Muscat, and signed and sealed by His Highness on the 7th September 1822, *purporting to contain, on the one side, the substance of each of the above requisitions made on His Highness, by Captain Moresby, and on the other, His Highness' assent to the same.*

REQUISITIONS made on His Highness the Imaum of Muscat, by Captain MORESBY, of His Majesty's ship "Menai," Commissioner, vested with full powers by His Excellency Sir Robert Farquhar, Bart. Governor of the Island of Mauritius.

ARTICLE 1st.—That you (the Imaum of Muscat) do instruct all the Governors and authorities throughout your dominions to prohibit the sale of slaves by your subjects to Christians of every description.

ARTICLE 2nd.—That you do issue orders to all your Officers throughout your dominions, as well in Zanzibar as in other places, that if they discover the owners of any Arab vessels buying slaves for the Christian market, they do take possession of such vessels, with whatever they may contain, and send them to you (the Imaum), with their Commander and crews, for punishment.

ANSWERS under His Highness the Imaum of Muscat's hand and seal, to the requisitions made by Captain Moresby, of His Majesty's ship "Menai," Commissioner, &c.

1st.—I did write last season to all my Officers, positively prohibiting the sale of slaves to any Christian nation, and I will repeat those orders.

2nd.—I will send orders to all the Officers throughout my dominions, that if they find (the owners of) any Arab vessels buying slaves for sale in Christian countries, they must take possession of all such vessels, and inflict punishment on the Commanders (owners) thereof, even though they be bound for Madagascar.

ARTICLE 3rd.—That it be made imperative upon the crews of all ships that shall clandestinely transport slaves to Christian countries, to give on their return to the Arab port whence they set sail, information of such traffic to the Governor or authority at that port, that he may punish the Commanders of such ships; also, that on failing to give this information, they (the crews) shall themselves suffer punishment.

3rd.—I will instruct my Officers and publish generally such instructions throughout my dominions, that the crews of any vessels carrying slaves for sale in Christian countries be enjoined on their return to the Arab port to give information to the authority at such port, that he may punish the commanders, and that if they come to be detected in concealing such information, they (the crews) shall themselves suffer punishment.

ARTICLE 4th.—That you give me a written authority from yourself, addressed to the Governor of Zanzibar, and all other your Governors in that quarter, that they do permit us (the British) to appoint on our own part an Agent at every such place in those countries as we shall see fit, and that they do allow such Agents a place of residence, in order that we (they) may have intelligence of all vessels that may be found conveying slaves to Christian countries.

4th.—The authority you require, permitting the settlement of an Agent on your part in Zanzibar and the neighbouring parts, for the purpose of having intelligence and watching the traffic in slaves with Christian nations is granted, and I now give it to Captain Moresby.

ARTICLE 5th.—That you give us a written authority from yourself, permitting us to seize all vessels that we may find laden with slaves for sale in Christian countries, after the expiration of four months from the date of such permission.

5th.—The authority you have required permitting (to you) after the expiration of four months the seizure of all vessels laden with slaves bound for Christian countries, is hereby granted to Captain Moresby.

ARTICLE 6th.—That you do instruct all your Governors, that on the sailing of all vessels from their ports a statement in writing shall be given to the Commander, certifying what port they have left, and whither they are bound, in order that if our ships meet such vessels laden with slaves bound for Christian countries, and unfurnished with such written statement, they (British ships) may seize them; such ships, if found within the line

6th.—I will write to my Governors regarding the statement to be given in writing to all ships departing on a voyage, certifying from what port they have come and whither they are bound, and you may seize every vessel you may fall in with beyond Madagascar and in the sea of Mauritius after four months from the date of the permission contained in the answer to the 5th Requisition above acceded to, and you may carry into

of Madagascar and in the seas adjacent to Zanzibar and Lamoch, to be carried into Muscat for punishment there, but all vessels found beyond Madagascar and in the seas of the Isle of France shall be taken possession of by them (British ships) after four months from the date of the permission required in the preceding requisition (5th).

me for my disposal any ship you may meet even on this side (the Isle of France), provided she have not the written statement required from the Governor of the port whence she sailed.

(Signed) SYUD SUEED.

Seal of His Highness the Imaum of Muscat.

Dated 7th September 1822.

(True translation.)
(Signed) WM. SIMSON,
Deputy Persian Secretary to Government.

Additional Requisition made by Captain MORESBY *on His Highness the Imaum of Muscat, on the 8th September* 1822, *and agreed to by His Highness on the 10th of the same month.*

Additional Requisition by Captain Moresby.

That it may be understood in the most comprehensive manner where Arab ships are liable to seizure by His Majesty the King of England's cruizers after the expiration of four months, the Imaum to authorize that the King of England's cruizers finding Arab ships with slaves on board to the Eastward of a line drawn from Cape Delgado, passing (60) sixty miles East of Socotra, on to Dien head, forming Western point of the Gulf of Cambay (unless driven by stress of weather), shall be seized and treated by His Majesty's cruizers in the same manner as if they were under the English flag.

Seal of Captain Moresby.

Answer by His Highness the Imaum.

I permit to the Captains of His Majesty the King of England's cruizers, to seize vessels to the Eastward of the line drawn by Captain Moresby, but confine the permission to the King of England's cruizers, and not the Company's.

(Signed) SYUD SUEED.

Seal of His Highness the Imaum of Muscat.

(Signed) F. MORESBY,
Captain His Majesty's ship "Menai,"
10th September 1822.

Translation of a Letter without date, but addressed in September 1822 *by His Highness the Imaum of Muscat, to His Excellency* Sir Robert T. Farquhar, *Governor of the Isle of France.*

If any ships belonging to my people carry slaves to Christian countries, I have fully permitted you to order your vessels to seize any Arab vessels having a cargo of slaves beyond Madagascar after four months after date of this letter.

Translation of a Letter addressed on the same occasion by His Highness the Imaum of Muscat to the Governor of Zanzibar, &c.

Whoever receives this letter at Zanzibar, at Quiloa, or any parts within my dominion, it is to let you know, that I have permitted my friends the English, to keep an Agent in any part of my country they may choose, and you are to give a house to the English Agent, and wherever he may stay, you are to pay him great respect, and no one must refuse to receive the Agent.

On the 17*th December* 1839, *His Highness the Imaum of Muscat consented to the three following Articles being added to the foregoing Treaty for the suppression of the Slave Trade, concluded by His Highness with Captain* Moresby, *in September* 1822.

I agree that the following Articles be added to the above Treaty, concluded by Captain Moresby on the aforesaid date :—

1st.—That the Government cruizers, whenever they may meet vessels belonging to my subjects beyond a direct line drawn from Cape Delgado, passing two degrees seaward of the Island of Soçotra, and ending at Pussem, and shall suspect that such vessel is engaged in the Slave Trade, the said cruizers are permitted to detain and search it.

2nd.—Should it on examination be found that any vessel belonging to my subjects is carrying Slaves, whether men, women, or children, for sale, beyond the aforesaid line, then the Government cruizers shall seize and confiscate such vessel and her cargo. But if the said vessel shall pass beyond the aforesaid line, owing to stress of weather, or other case of necessity, not under control, then she shall not be seized.

3rd.—As the selling of males and females, whether grown up or young, who are " Hoor," or free, is contrary to the Mahomedan religion, and whereas the

Soomalees are included in the "Hoor," or free, I do hereby agree that the sale of males and females, whether young or old, of the Soomalee tribe, shall be considered as piracy, and that four months from this date, all those of my people convicted of being concerned in such an act shall be punished as pirates.

Dated 10*th Shuval* 1255, A. H. *(corresponding with the* 17*th December* 1839, A. D.)

Seal of His Highness the Imaum of Muscat.

(True translation.)
(Signed) S. HENNELL,
Resident, Persian Gulf.

MEMORANDUM.—Under date the 18th August 1845, His Highness the Imaum of Muscat addressed the following letter to Captain HAMERTON, relative to an omission which had been discovered to exist in the 4th Article* of the Arabic version of the Treaty concluded by His Highness with Captain Moresby in September 1822.

A. C.

Your excellent letter has reached, and your friend understood its contents. You say that you have received a letter from the mighty Government containing orders to you to bring to our notice that in the 4th Article of the Treaty we concluded with Captain Moresby in the year 1822, it is mentioned in the English version that it is incumbent on us and our heirs and Governors to assist in apprehending English subjects, engaged in the Slave Trade, but that such is not mentioned in the Arabic version "Translation" of the Treaty. My friend, not considering it necessary to alter the Treaty, nevertheless we consider it is incumbent on us, our heirs, and Governors, that we should assist to apprehend English subjects who may be engaged in the Slave Trade.

Therefore, whoever shall be accredited from the Government, and require assistance from us, shall receive it accordingly. Whatever you may require, let us know; and peace on you.

Dated 4*th Shaban* 1261, *(corresponding with the* 18*th August* 1845, A. D.)

(Signed) SYUD SUEED.

(True translation.)
(Signed) A. HAMERTON, Captain,
Her Majesty's Consul and Hon'ble Company's Agent
in the dominions of the Imaum of Muscat.

* Vide page 319.

Treaty of Commerce between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness Sultan SYUD SUEED BIN SULTAN, *Imaum of Muscat, dated the 31st May* 1839.

PREAMBLE.—Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness the Sultan of Muscat and its dependencies, being desirous to confirm and strengthen the good understanding which now subsists between them, and to promote, by means of a Convention, the commercial intercourse between their respective subjects; and His Highness the Sultan of Muscat being moreover desirous to record, in a more formal manner, the Engagements entered into by His Highness on the 10th September 1822,* for the perpetual abolition of the Slave Trade between the dominions of His Highness and all Christian nations, they have accordingly appointed as their Plenipotentiaries, that is to say, ROBERT COGAN, Esquire, a Captain in the Naval Service of the East India Company, on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, &c. &c., and HUSUN BIN IBRAHIM, and ALI BIN NASIR, on behalf of His Highness the Sultan of Muscat, &c. &c., who, having communicated their full powers, found to be in due and proper form, have agreed upon and concluded the following Articles:—

ARTICLE I.

The subjects of His Highness the Sultan of Muscat shall be at liberty to enter, reside in, trade with, and pass with their merchandize, through all parts of Her Britannic Majesty's dominions in Europe and in Asia, and shall enjoy in those dominions all the privileges and advantages with respect to commerce or otherwise which are or may be accorded therein to the subjects or citizens of the most favored nations; and the subjects of Her Britannic Majesty shall, in like manner, have full liberty to enter, reside in, trade with, and pass with their merchandize through all parts of the dominions of His Highness the Sultan of Muscat, and shall in those dominions enjoy all the privileges and advantages with respect to commerce or otherwise which are or may be accorded therein to the subjects or citizens of the most favoured nations.

ARTICLE II.

British subjects shall be at liberty to purchase, sell, or hire land or houses in the dominions of His Highness the Sultan of Muscat. The houses, warehouses, or other premises of British subjects, or of persons actually in the service of British subjects, in the dominions of His Highness the Sultan of Muscat, shall not be forcibly entered, nor on any pretext searched, without the consent of the occupier, unless with the cognizance of the British Consul or Resident Agent. But such Consul or Resident Agent, on just cause being adduced by the authorities of His Highness the Sultan of Muscat, shall send a competent person, who, in concert with the Officers of His Highness the Sultan of Muscat,

* Vide pages 317 to 322.

shall conduct the search, and shall prevent the use of unnecessary violence, or of improper resistance.

ARTICLE III.

The two high contracting parties acknowledge reciprocally to each other the right of appointing Consuls to reside in each other's dominions, wherever the interests of commerce may require the presence of such Officers; and such Consuls shall at all times be placed in the country in which they reside, on the footing of the Consuls of the most favored nations. Each of the high contracting parties further agrees to permit his own subjects to be appointed to Consular offices by the other contracting party, provided always that the persons so appointed shall not begin to act without the previous approbation of the Sovereign whose subjects they may be.

The public functionaries of either Government residing in the dominions of the other, shall enjoy the same privileges, immunities, and exemptions, which are enjoyed within the same dominions by similar public functionaries of other countries.

ARTICLE IV.

Subjects of the dominions of His Highness the Sultan of Muscat, actually in the service of British subjects in those dominions, shall enjoy the same protection which is granted to British subjects themselves; but if such subjects of the dominions of His Highness the Sultan of Muscat shall be convicted of any crime or infraction of the law, requiring punishment, they shall be discharged by the British subject in whose service they may be, and shall be delivered over to the authorities of His Highness the Sultan of Muscat.

ARTICLE V.

The authorities of His Highness the Sultan of Muscat shall not interfere in disputes between British subjects, or between British subjects and the subjects or citizens of other Christian nations. When differences arise between a subject of the dominions of His Highness the Sultan of Muscat and a British subject, if the former is the complainant, the cause shall be heard by the British Consul or Resident Agent, who shall administer justice thereupon; but if the British subject is the complainant against any of the subjects of His Highness the Sultan of Muscat, or the subjects of any other Mahomedan power, then the cause shall be decided by the highest authority of His Highness the Sultan of Muscat, or by any person nominated by him; but in such case, the cause shall not be proceeded in, except in the presence of the British Consul, or Resident Agent, or of some person deputed by one or other of them, who shall attend at the Court-house where such matter shall be tried. In causes beween a British subject and a native of the dominions of His Highness the Sultan of Muscat, whether tried before the British Consul or Resident Agent, or before the abovementioned authority of His Highness the Sultan of Muscat, the evidence of a man proved to have given false testimony on a former occasion, shall not be received.

ARTICLE VI.

The property of a British subject who may die in the dominions of His Highness the Sultan of Muscat, or of a subject of His Highness the Sultan of Muscat who may die in the British dominions, shall be delivered over to the heirs, or executors or administrators of the deceased, or to the respective Consuls or Resident Agents of the contracting parties, in default of such heirs, or executors or administrators.

ARTICLE VII.

If a British subject shall become bankrupt in the dominions of His Highness the Sultan of Muscat, the British Consul or Resident Agent shall take possession of all the property of such bankrupt, and shall give it up to his creditors to be divided among them. This having been done, the bankrupt shall be entitled to a full discharge from his creditors, and he shall not at any time afterwards be required to make up his deficiency, nor shall any property he may afterwards acquire be considered liable for that purpose. But the British Consul or Resident Agent shall use his endeavours to obtain, for the benefit of the creditors, any property of the bankrupt in another country, and to ascertain that every thing possessed by the bankrupt at the time when he became insolvent, has been given up without reserve.

ARTICLE VIII.

If a subject of His Highness the Sultan of Muscat should resist or evade payment of his just debts to a British subject, the authorities of His Highness shall afford to the British subject every aid and facility in recovering the amount due; and in like manner the British Consul or Resident Agent shall afford every aid and facility to subjects of His Highness the Sultan of Muscat in recovering debts justly due to them from a British subject.

ARTICLE IX.

No duty exceeding 5 per cent. shall be levied at the place of entry in the dominions of His Highness the Sultan of Muscat on any goods the growth, produce, or manufacture of the dominions of Her Britannic Majesty, imported by British vessels, and this duty shall be deemed to be a full payment of all import, and export, and tonnage duties, of license to trade, of pilotage and anchorage, and of any other charge by Government whatever, upon the vessels or upon the goods so imported or exported; nor shall any charge be made on that part of the cargo which may remain on board unsold; and no additional or higher duty shall be levied upon these goods when afterwards transported from one place to another in the dominions of His Highness, but the above-mentioned duty having once been paid, the goods may be sold by wholesale or retail without any further duty. No charge whatever shall be made on British vessels which may enter any of the ports of His Highness for the purpose of refitting or for refreshments, or to inquire about the state of the market.

ARTICLE X.

No article whatever shall be prohibited from being imported into, or exported from, the territories of His Highness the Sultan of Muscat; but the trade between the dominions of Her Britannic Majesty and those of His Highness the Sultan of Muscat shall be perfectly free, subject to the above-mentioned duty upon goods imported, and to no other. And His Highness the Sultan of Muscat hereby engages not to permit the establishment of any monopoly or exclusive privilege of sale within his dominions, except in the articles of Ivory and Gum Copal, on that part of the East coast of Africa from the port of Tangate, situated in about 5½ Degrees of South Latitude, to the port of Quiloa, laying in about 7 Degrees South of the Equator, both ports inclusive; but in all other ports and places in His Highness' dominions, there shall be no monopoly whatever, but the subjects of Her Britannic Majesty shall be at liberty to buy and sell with perfect freedom from whomsoever and to whomsoever they choose, subject to no other duty by Government than that before mentioned.

ARTICLE XI.

If any dispute should arise in the dominions of His Highness the Sultan of Muscat as to the value of goods which shall be imported by British merchants, and on which the duty of 5 per cent. is to be levied, the Custom-master or other authorized Officer acting on the part of the Government of His Highness the Sultan of Muscat, shall be entitled to demand one-twentieth part of the goods in lieu of the payment of 5 per cent., and the merchant shall be bound to surrender the twentieth part so demanded, whenever, from the nature of the articles, it may be practicable to do so; but the merchant having done so shall be subject to no further demand on account of Customs on the other nineteen-twentieths of those goods in any part of the dominions of His Highness the Sultan of Muscat to which he may transport them; but if the Custom-master should object to levy the duty in the manner aforesaid, by taking one-twentieth part of the goods, or if the goods should not admit of being so divided, then the point in dispute shall be referred to two competent persons, one chosen by the Custom-master and the other by the importer, and a valuation of the goods shall be made, and if the referees shall differ in opinion, they shall appoint an arbitrator, whose decision shall be final, and the duty shall be levied according to the value thus established.

ARTICLE XII.

It shall not be lawful for any British merchant to expose his goods for sale for the space of three days after the arrival of such goods, unless, before the expiration of such three days, the importer and Custom-master shall have agreed as to the value of such goods. If the Custom-master shall not, within three days, have accepted one of the two modes proposed for ascertaining the value of the goods, the authorities of His Highness the Sultan of Muscat, on appli-

cation being made to them to that effect, shall compel the Custom-master to choose one of the two modes by which the amount of the Customs to be levied is to be determined.

ARTICLE XIII.

If it shall happen that either the Queen of England or His Highness the Sultan of Muscat should be at war with another country, the subjects of Her Britannic Majesty and the subjects of His Highness the Sultan of Muscat shall nevertheless be allowed to pass to such country, through the dominions of either power, with merchandize of every description except warlike stores, but they shall not be allowed to enter any port or place actually blockaded or besieged.

ARTICLE XIV.

Should a vessel under the British flag enter a port in the dominions of His Highness the Sultan of Muscat, in distress, the local authorities at such port shall afford all necessary aid to enable the vessel to refit and to prosecute her voyage; and if any such vessel should be wrecked on the coast of the dominions of His Highness the Sultan of Muscat, the authorities of His Highness shall give all the assistance in their power to recover and to deliver over to the owners all the property that can be saved from such vessel. The same assistance and protection shall be afforded to vessels of the dominions of His Highness the Sultan of Muscat, and property saved therefrom under similar circumstances, in the ports and on the coasts of the British dominions.

ARTICLE XV.

His Highness the Sultan of Muscat hereby renews and confirms the Engagements entered into by His Highness with Great Britain on the 10th* September 1822, for the entire suppression of the Slave Trade between his dominions and all Christian countries, and His Highness further engages that the ships and vessels of war belonging to the East India Company shall be allowed to give full force and effect to the stipulations of the said Treaty, agreeably with the conditions prescribed therein, and in the same manner as the ships and vessels of Her Britannic Majesty.

ARTICLE XVI.

It is further acknowledged and declared by the high contracting parties, that nothing in this Convention is in any way intended to interfere with or rescind any of the rights or privileges now enjoyed by the subjects of His Highness the Sultan of Muscat in respect to commerce and navigation within the limits of the East India Company's Charter.

ARTICLE XVII.

The present Convention shall be ratified, and the ratifications thereof shall be exchanged at Muscat, or Zanzibar, as soon as possible, and in any case within the space of fifteen months from the date hereof.

* This should be the 7th and 10th September 1822.—Vide pages 318 and 320.

Done on the Island and at the Town of Zanzibar, this thirty-first day of May, in the year of Christ eighteen hundred and thirty-nine (corresponding with the seventeenth of the month Rubee-ool-awul, of the Hijree, twelve hundred and fifty-five).

(Signed) R. COGAN.

Seal of Captain Cogan.

Seal of His Highness the Imaum of Muscat.

(Signed) HUSUN BIN IBRAHIM. (Signed) ALI BIN NASIR.

Translation of a Note from His Highness the Imaum of Muscat to Captain HENNELL, *dated 22nd July* 1840.

A. C.

I have the honor to intimate to you, that I have now appointed my friend Syud Mahomed Ibin Syud Shuruf, my Wakeel, to wait upon you for the purpose of exchanging the ratifications of the Treaty. He is my Plenipotentiary in this affair.

(Signed) SYUD SUEED.

Seal of His Highness the Imaum of Muscat.

(True translation.)

(Signed) S. HENNELL,
Resident, Persian Gulf.

Declaration made on the part of Her Britannic Majesty on the exchange of the ratifications of the preceding Convention.

The undersigned SAMUEL HENNELL, Esquire, a Captain in the Military Service of the East India Company, and Resident in the Persian Gulf, appointed on behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland to exchange Her Majesty's ratification of the Treaty of Commerce concluded at Zanzibar on the thirty-first May, eighteen hundred and thirty-nine, by ROBERT COGAN, Esquire, a Captain in the Naval Service of the East India Company, on the part of Her said Majesty, and by HUSUN BIN IBRAHIM and MAHABUT ALI BIN NASIR, on the part of His Highness the Sultan of Muscat, against the ratification of the same Treaty by His High-

ness the Sultan of Muscat, is commanded by the Queen, in order to avoid any possible misunderstanding as to the meaning of the words contained in the 9th Article of the said Treaty, "any other charge by Government whatever," to declare to Syud Mahomed Ibin Syud Shuruf, appointed by His Highness the Sultan of Muscat to exchange His Highness' ratification, that the aforesaid words are by Her Majesty taken and understood to mean "any other charge whatever made by the Government, or by any local authority of the Government."

Muscat, this 22nd day of July 1840.

(Signed) SYUD MAHOMED IBIN SYUD SHURUF. (Signed) S. HENNELL.

Seal of Syud Mahomed Ibin Syud Shuruf.

Seal of Captain Hennell.

The following Counter-Declaration was at the same time made on the part of His Highness the Imaum of Muscat, by his appointed Agent, SYUD MAHOMED IBIN SYUD SHURUF.

The undersigned, SYUD MAHOMED IBIN SYUD SHURUF, appointed by His Highness the Sultan of Muscat to exchange His Highness' ratification of the Treaty of Commerce concluded at Zanzibar, on the 31st of May 1839, by ROBERT COGAN, Esquire, a Captain of the Naval Service of the East India Company, on the part of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and by HUSUN BIN IBRAHIM, and MAHABUT ALI BIN NASIR, on the part of His Highness the Sultan of Muscat, against the ratification of the same Treaty by Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, having received from Samuel Hennell, Esquire, a Captain in the Military Service of the East India Company, and Resident in the Persian Gulf, appointed to act in this matter on behalf of Her said Majesty, a declaration stating that, in order to avoid any possible misunderstanding as to the meaning of the words "any other charge by Government whatever," contained in the 9th Article of the said Treaty, the aforesaid words are by Her Majesty taken and understood to mean "any other charge whatever made by the Government or by any local authority of the Government," the undersigned Syud Mahomed Ibin Syud Shuruf, being duly authorized by His Highness the Sultan of Muscat, hereby accepts and adopts the said declaration, in the name and on the behalf of His Highness the Sultan of Muscat.

Muscat, this 22nd day of July 1840.

(Signed) SYUD MAHOMED IBIN SYUD SHURUF.

Seal of Syud Mahomed Ibin Syud Shuruf.

The undersigned having met together for the purpose of exchanging the ratifications of a Treaty of Commerce between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Highness the Sultan of Muscat, concluded and signed at Zanzibar on the 31st day of May 1839, and the respective ratifications of the said Instrument having been carefully perused, the said exchange took place this day, in the usual form.

In witness whereof, they have signed the present certificate of exchanges, and have affixed thereto their respective seals.

Done at Muscat, the twenty-second day of July 1840.

(Signed) S. HENNELL. (Signed) SYUD MAHOMED IBIN SYUD SHURUF.

Seal of Captain Hennell.

Seal of Syud Mahomed Ibin Syud Shuruf

Translation of the Ratification of His Highness the Imaum of Muscat to the foregoing Treaty of Commerce.

We, having duly considered the Treaty above drawn out, have approved, accepted, and confirmed the several Articles and Clauses therein set forth, and by this document do hereby approve, accept, and confirm the same for ourselves, our heirs and successors. Accordingly, we do, by our word, promise and engage sincerely and faithfully to perform all and every thing set forth and contained in the aforesaid Treaty; and further, that to the utmost of our power we will allow no one to violate or infringe this Engagement in any way whatsoever. In witness whereof we have directed our seal to be affixed to this document, which we have signed with our own hand, in this our Port of Muscat, this 22nd day of Jumadee-ool-awul A. H. 1256 (according to 22nd July 1840 of the Christian Era).

(Signed) SYUD SUEED.

Seal of His Highness the Imaum of Muscat.

(True translation.)

(Signed) S. HENNELL,

Resident in the Persian Gulf.

Further Agreement concluded at Zanzibar with His Highness the Imaum of Muscat, on the 2nd October 1845, *by Captain* ATKINS HAMERTON, *of the* 15*th Regiment Bombay N. I., on behalf of Her Britannic Majesty, for the suppression, from and after the* 1*st January* 1847, *of the exportation of Slaves from His Highness' African dominions.*

Agreement between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness SYUD SUEED BIN SULTAN, the Sultan of Muscat, for the termination of the export of Slaves from the African dominions of His Highness the Sultan of Muscat.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being earnestly desirous that the export of Slaves from the African dominions of His Highness the Sultan of Muscat should cease, and His Highness the Sultan of Muscat, in deference to the wishes of Her Majesty and of the British nation, and in furtherance of the dictates of humanity which have heretofore induced him to enter into Engagements with Great Britain to restrict the export of Slaves from his dominions, being willing to put an end to that trade, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Highness the Sultan of Muscat having resolved to record with due form and solemnity this further restriction of the export of Slaves, and Her Majesty having given due authority to Captain Hamerton, her representative at the Court of the Sultan of Muscat, to conclude an Agreement with His Highness accordingly, His Highness Syud Sueed bin Sultan, for himself, his heirs and successors, and Captain Hamerton, on behalf of the Queen of the United Kingdom of Great Britain and Ireland, her heirs and successors, have agreed upon and concluded the following Articles :—

ARTICLE I.

His Highness the Sultan of Muscat hereby engages to prohibit, under the severest penalties, the export of Slaves from his African dominions, and to issue orders to his Officers to prevent and suppress such trade.

ARTICLE II.

His Highness the Sultan of Muscat further engages to prohibit, under the severest penalties, the importation of Slaves from any part of Africa into his possessions in Asia; and to use his utmost influence with all the Chiefs of Arabia, the Red Sea, and the Persian Gulf, in like manner, to prevent the introduction of Slaves from Africa into their respective territories.

ARTICLE III.

His Highness the Sultan of Muscat grants to the ships of Her Majesty's Navy, as well as to those of the East India Company, permission to seize and confiscate any vessels the property of His Highness or of his subjects, carrying on Slave Trade, excepting only such as are engaged in the transport of Slaves

from one port to another of his own dominions in Africa, between the port of Lamoo to the North, and its dependencies, the Northern limit of which is the North point of Kaghoo Island, in 1° 57′ (one degree and fifty-seven minutes) South latitude, and the port of Keelwa to the South, and its dependencies, the Southern limit of which is the Souga Munara, or Pagoda Point, in 9° 2′ (nine degrees and two minutes) South latitude, including the Islands of Zanzibar, Pemba, and Monfea.

ARTICLE IV.

This Agreement to commence and have effect from the 1st day of January 1847, one thousand eight hundred and forty-seven of the year of Christ, and the 15th day of the month of Mohurrum 1263 (twelve hundred and sixty-three) of the Hijree.

Done at Zanzibar, this 2nd (second) day of October 1845. *(one thousand eight hundred and forty-five) of the year of Christ (and 29th day of Rumzan* 1261, *twelve hundred and sixty-one of the Hijree).*

(Signed) SYUD SUEED.

Seal of His Highness the Imaum of Muscat.

On behalf of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, her heirs and successors.

(Signed) ATKINS HAMERTON,
Captain.

Seal of Captain Hamerton.

MEMORANDUM.—On the 5th September 1848, an Act was passed by the Parliament of Great Britain for giving effect to the provisions of the above Treaty. Vide Act "Cap. CXXVIII. Anno Undecimo et Duodecimo Victoriæ Reginæ."

Rules established by His Highness the Imaum of Muscat in April 1846, *in regard to the duties to be hereafter charged on the Cargoes of Vessels putting into His Highness' Ports.*

In a letter dated the 13th April 1846, Captain ATKINS HAMERTON, Her Majesty's Consul and Honorable Company's Agent in the dominions of His Highness the Imaum of Muscat, reported that His Highness the Imaum of Muscat had ordered the following Rules to be henceforth observed in regard to the landing or transhipment of the cargoes of vessels putting into Muscat, or into any of His Highness' other ports:—

1st.—That the full duty of five per cent. shall be levied on all articles transhipped from one vessel into another in all the ports and harbours belonging to His Highness the Imaum.

2nd.—That a vessel of any nation being obliged to put into any of His Highness' ports through stress of weather, or for the purpose of refit, shall not be required to pay duty on any part of her cargo which may be landed and stored during the repair of the vessel, provided it be re-embarked in her.

3rd.—That no duty shall, under any circumstances whatever, be levied on stores the property of the British Government when landed at any of His Highness' ports.

Treaty of Amity and Commerce between the United States of America and His Majesty SYUD SUEED BIN SULTAN, *of Muscat, and his dependencies.*

ARTICLE 1st.—There shall be a perpetual peace between the United States of America and His Majesty Syud Sueed Bin Sultan, of Muscat, and his dependencies.

ARTICLE 2nd.—The citizens of the United States shall have free liberty to enter all the ports of His Majesty Syud Sueed Bin Sultan, with their cargoes, of whatever kind the said cargoes may consist, and they shall have liberty to sell the same to any of the subjects of the Sultan, or others who may wish to purchase the same, or to barter the same for any produce or manufactures of the kingdom, or other articles that may be found there. No price shall be fixed by the Sultan or his Officers on the articles to be be sold by the merchants of the United States, or the merchandize they may wish to buy, but the trade shall be free on both sides, to sell, or buy, or exchange, on the terms and for the prices the owners may think fit; and whenever the said citizens of the United States may think fit to depart, they shall be at liberty to do so; and if any Officer of the Sultan shall contravene this Article, he shall be severely punished. It is understood and agreed, however, that the articles of muskets, powder, and ball, can only be sold to the Government in the Island of Zanzibar, but in all other ports of the Sultan the said munitions of war may be freely sold, without any restriction whatever, to the highest bidder.

ARTICLE 3rd.—Vessels of the the United States, entering any port within the Sultan's dominions, shall pay no more than five per cent. duties on the cargo landed, and this shall be in full consideration of all import and export duties, tonnage, license to trade, pilotage, anchorage, or any other charge whatever. Nor shall any charge be paid on that part of the cargo which shall remain on board unsold, and re-exported. Nor shall any charge whatever be paid on any vessel of the United States which may enter any of the ports of His Majesty for the purpose of refitting or for refreshments, or to enquire the state of the market.

ARTICLE 4th.—That American citizens shall pay no other duties on export or import, tonnage, license to trade, or other charge whatsoever, than the nation the most favored shall pay.

ARTICLE 5th.—If any vessel of the United States shall suffer shipwreck on any part of the Sultan's dominions, the persons escaping from the wreck shall be taken care of, and hospitably entertained at the expense of the Sultan, until they shall find an opportunity to be returned to their country,—for the Sultan can never receive any remuneration whatever for rendering succour to the distressed,—and the property saved from such wreck shall be carefully preserved, and delivered to the owner, or the Consul of the United States, or to any authorized Agent.

ARTICLE 6th.—The citizens of the United States resorting to the ports of the Sultan for the purpose of trade, shall have leave to land, and reside in the said ports, without paying any tax or importation whatever for such liberty, other than the general duties on imports which the most favored nation shall pay.

ARTICLE 7th.—If any citizen of the United States, or their vessels, or other property, shall be taken by pirates, and brought within the dominions of the Sultan, the persons shall be set at liberty, and the property restored to the owner, if he be present, or to the American Consul, or to any authorized Agent.

ARTICLE 8th.—Vessels belonging to the subjects of the Sultan which may resort to any port in the United States, shall pay no other or higher rate of duties or other charges than the nation the most favored shall pay.

ARTICLE 9th.—The President of the United States may appoint Consuls to reside in the ports of the Sultan where the principal commerce shall be carried on, which Consuls shall be the exclusive judges of all disputes or suits wherein American citizens shall be engaged with each other. They shall have power to receive the property of any American citizen dying within the kingdom, and to send the same to his heirs, first paying all his debts due to the subjects of the Sultan. The said Consuls shall not be arrested, nor shall their property be seized, nor shall any of their household be arrested, but their persons, and their property, and their houses, shall be inviolate. Should any Consul, however, commit any offence against the laws of the kingdom, complaint shall be made to the President, who will immediately displace him.

Concluded, signed, and sealed, at the Royal Palace, in the City of Muscat, in the Kingdom of Oman, the 21st day of September, in the year one thousand eight hundred and thirty-three, of the Christian Era, and the fifty-seventh year of the Independence of the United States of America (corresponding to the sixth day of the Moon called Jumadee-ool-awul, in the year of the Hijree one thousand two hundred and forty-nine).

(Signed) EDMUND ROBERTS.

(True copy.)

(Signed) HENRY HART, Captain, R. N.

Whereas the undersigned EDMUND ROBERTS, a citizen of the United States of America, and a resident of Portsmouth, in the State of New Hampshire, being duly appointed a special Agent by Letters Patent under the signature of the President, and seal of the United States of America, bearing date at the city of Washington, the twenty-sixth day of January, Anno Domini one thousand eight hundred and thirty-two, for negociating and concluding a Treaty of Amity and Commerce between the United States of America and His Majesty Syud Sueed bin Sultan, of Muscat, Now know ye, that I, Edmund Roberts, special Agent as aforesaid, do conclude the foregoing Treaty of Amity and Commerce, and every Article and Clause therein contained, reserving the same, nevertheless, for the final ratification of the President of the United States of America, by and with the advice and consent of the Senate of the United States.

Done at the Royal Palace, in the City of Muscat, in the Kingdom of Oman, on the 21st day of September, in the year of our Lord 1833, *and of the Independence of the United States of America the fifty-seventh (corresponding to the 6th day of the Moon called Jumadee-ool-awul, in the year Alhijra* [*Hijree*] 1249).

(Signed) EDMUND ROBERTS.

(True copy.)

(Signed) HENRY HART, Captain, R. N.

Treaty of Commerce concluded on the 17th November 1844, *between His Highness the Imaum of Muscat and the King of the French, and finally ratified on the 4th February* 1846.

PREAMBLE.—The King of the French, and His Highness Syud Sueed bin Sultan, the Sultan of Muscat and other places, being desirous to confirm and strengthen the good understanding which subsists between them, and to promote the commercial intercourse between their respective countries, and having come to the determination of entering into a Treaty of Commerce and Amity, the former has appointed as his Plenipotentiary, Monsieur ROMAIN DESFOSSES, Captain in the Navy, and Chief of Bourbon and Madagascar, and the latter has resolved personally to carry on negociation with the said Plenipotentiary. The Plenipotentiary of the King of the French having represented to His Highness the Imaum and Sultan of Muscat that he was vested with the requisite powers, has concluded the following Articles with His Highness Syud Sueed bin Sultan:—

ARTICLE I.

There shall always be good understanding and friendship between the King of the French, his heirs and successors, and His Highness Syud Sueed bin Sultan, the Sultan of Muscat, his heirs and successors, as also between their respective subjects.

ARTICLE II.

The subjects of Syud Sueed bin Sultan, the Sultan of Muscat, shall be at liberty to enter, reside in, trade with, and pass with their merchandize through France; and the French shall, in like manner, have similar liberty with regard to the territories of Syud Sueed bin Sultan, the Sultan of Muscat .The subjects of both the Governments shall have all the privileges which are or may be conceded by the respective Governments to the subjects of the most favored nations.

ARTICLE III.

The French shall be at liberty to purchase, sell, or rent land, houses, or warehouses in the dominions of Syud Sueed bin Sultan, the Sultan of Muscat. The houses, warehouses, or other premises occupied by the French, or by persons in their service, shall not be forcibly entered without the permission of the French Consul. They shall not be prevented from leaving the dominions of Syud Sueed bin Sultan, whenever they wish to do so.

ARTICLE IV.

The subjects of Syud Sueed bin Sultan, the Sultan of Muscat, actually in the service of the French, shall enjoy the same privileges which are granted to the French themselves; but if such subjects of His Highness shall be convicted of any crime or infraction of the law, they shall be discharged by the French, and delivered over to the authorities of the place.

ARTICLE V.

The two high contracting parties acknowledge reciprocally the right of appointing Consuls to reside in each other's dominions, wherever the interests of commerce may require the presence of such Officers; and such Consuls shall at all times be placed, in the country in which they reside, on the footing of the Consuls of the most favored nations. Each of the high contracting parties further agrees to permit his own subjects to be appointed to Consular offices by the other contracting party, provided always that the persons so appointed shall not begin to act without the previous approbation of the sovereign whose subjects they may be. The public functionaries of either Government residing in the dominions of the other, shall enjoy the same privileges, immunities, and exemptions which are enjoyed within the same dominions by similar public functionaries of other countries. The French Consul shall be at liberty to hoist the French flag over his house.

ARTICLE VI.

The authorities of the Sultan of Muscat shall not interfere in disputes between the French, or between the French and the subjects of other Christian

nations. When differences arise between a subject of the Sultan of Muscat and a Frenchman, if the former be the complainant, the cause shall be heard by the French Consul. But if a Frenchman be the complainant against any of the subjects of the Sultan at Muscat, or against any Mahomedans, then the cause shall be decided by the authorities of the Sultan of Muscat, or by his deputy; but in such case the cause shall not be decided except in the presence of the French Consul, or his deputy, who shall attend at the Court. In causes between a Frenchman and a subject of the Sultan of Muscat, the evidence of a man proved to have given false testimony on a former occasion shall not be received. A cause to be decided by the French Consul shall be tried in the presence of the Sultan of Muscat, or a person acting for him.

ARTICLE VII.

The property of a French subject who may die in any part of the dominions of the Sultan of Muscat, or of a subject of the Sultan of Muscat who may die in any part of the French dominions, shall be delivered over to the executor or administrator of the deceased, or in default of such executor or administrator, to the respective Consuls of the contracting parties.

ARTICLE VIII.

If a Frenchman shall become bankrupt in the dominions of the Sultan of Muscat, the French Consul shall take possession of all the property of such bankrupt, and shall give it up to the creditors of the bankrupt, to be divided among them. This having been done, the bankrupt shall be entitled to a full discharge from his creditors, and he shall not at any time afterwards be required to make up the deficiency, nor shall any property he may afterwards acquire be considered liable for that purpose. But the French Consul shall use his endeavours to obtain for the benefit of the creditors all the property of the bankrupt. It shall also be incumbent upon the Consul to ascertain that every thing possessed by the bankrupt at the time when he became insolvent, has been given up.

ARTICLE IX.

If a subject of the Sultan of Muscat owes a debt to a Frenchman, the Sultan or his deputies shall urge the former to pay the claim of the latter. In like manner the French Consul shall enjoin a Frenchman to pay a debt due by him to a subject of the Sultan of Muscat.

ARTICLE X.

No duty exceeding 5 per cent. shall be levied on goods imported by French vessels into the dominions of Syud Sueed bin Sultan, the Sultan of Muscat. If a vessel of other nations imports any goods into the territories of the Sultan of

Muscat, and pays less duty than 5 per cent., the same duty only shall be levied on similar goods imported by a French vessel into the said territories. A French vessel, after she has paid the duty of 5 per cent., shall not be subject to any other charges, such as anchorage, pilotage, &c. Nor shall any charge be made on that part of the cargo which may remain on board a French vessel; but if the vessel shall go to another part of the dominions of the Sultan of Muscat, duty shall be levied at 5 per cent. The above-mentioned duty having once been paid, the goods may be sold by wholesale or retail, without paying any further duty. No charge whatever shall be made on French vessels which may enter any of the ports of the Sultan of Muscat for the purpose of refitting, or for refreshments, or to enquire about the state of the market; and they shall enjoy the same privileges which are enjoyed (by the vessels) of the most favored nations.

ARTICLE XI.

No vessel shall be prohibited from importing into or exporting from the territories of the Sultan of Muscat any kind of merchandize. The trade shall be perfectly free in the said territories, subject to the above-mentioned duty, and to no other. The French shall be at liberty to buy and sell from whomsoever and to whomsoever they choose; but they shall not trade in the articles of Ivory and Gum Copal on that part of the East Coast of Africa from the port of Tangate, situated in 5½ degrees of South latitude, to the port of Culva, lying in 9 degrees South of the Equator, both ports inclusive. But if the English or Americans, or any other Christian nation should carry on this trade, the French shall, in like manner, be at liberty to do so.

ARTICLE XII.

If any disputes should arise in the dominions of the Sultan of Muscat as to the value of goods which shall be imported by French merchants, and on which the duty of 5 per cent. is to be levied, the Custom-master, or other person acting on the part of the Sultan of Muscat, shall, when practicable, receive one-twentieth part of the goods, and the merchant shall then be subject to no further demand on account of Customs on the remaining goods in any part of the dominions of the Sultan of Muscat to which he may transport them. But if the Custom-master should object to levy the duty in the manner aforesaid, by taking one-twentieth part of the goods, or if the goods should not admit of being so divided, then the point in dispute shall be referred to two competent persons, one chosen by the Custom-master, and the other by the merchant, who shall make a valuation of the goods; and if they shall differ in opinion, they shall appoint an arbitrator, whose decision shall be final, and the duty shall be levied according to the value thus established.

ARTICLE XIII.

It shall not be lawful for any French merchant to expose his goods for sale for the space of three days after the arrival of such goods, unless the Custom-

master and the merchant shall have agreed as to the value of such goods. If the Custom-master shall not within three days have accepted one of the two modes proposed for ascertaining the value of the goods, the authorities on the part of the Sultan of Muscat, on an intimation being made to them on the subject, shall compel the Custom-master to choose one of the two modes for the levy of the duty.

ARTICLE XIV.

If it shall happen that either the King of the French or the Sultan of Muscat should be at war with another country, the subjects of the King of the French and the subjects of the Sultan of Muscat shall nevertheless be allowed to trade with and to take to such country merchandize of every description, except warlike stores, but they shall not be allowed to enter any port or place actually blockaded or besieged.

ARTICLE XV.

Should a vessel under the French flag enter a port in the dominions of the Sultan of Muscat, in distress, the local authorities at such port shall afford all necessary aid to enable the vessel to refit and to prosecute her voyage; and if any such vessel should be wrecked on the coasts of the dominions of the Sultan of Muscat, the authorities on the part of the Sultan of Muscat shall render all the assistance in their power to recover and deliver over to the owner or the Consul the property that may be saved from such wreck. The same assistance and protection shall be afforded to vessels of the dominions of the Sultan of Muscat, and property saved therefrom under similar circumstances, in the ports and on the coasts of the French dominions.

ARTICLE XVI.

If any person not belonging to the Christian nations shall steal any article from a French vessel, and take it to the dominions of the Sultan of Muscat, it shall be recovered from the robber, and delivered over to the Consul.

ARTICLE XVII.

The French shall be at liberty to hire or erect houses and warehouses at Zanzibar or any where else.

ARTICLE XVIII.

Any Engagements which may have been entered into previously to this are null and void, and are not to be acted upon or attended to.

ARTICLE XIX.

The present Convention shall be ratified, and the ratifications thereof shall be exchanged, at Muscat, or Zanzibar, as soon as possible, and within the space of fifteen months from the date hereof.

Dated the 6th Zilkad Hijree, 1260, *(corresponding with the* 17*th November* 1844, A. D.)

(True translation.)
(Signed) W. ESCOMBE,
Secretary to Government.

MEMORANDUM.—On the 4th February 1846, the ratifications of the foregoing Treaty were exchanged between His Highness the Imaum of Muscat and Commodore Monsieur Romain Desfossés, on the part of the King of the French. Previous to the exchange of the ratifications, His Highness requested from Commodore Monsieur Desfossés* an explanation of the precise meaning of the 17th Article of the Treaty, who replied that the said Article was considered as having reference to matters simply and purely of a commercial nature. The exchange of ratifications then took place, His Highness the Imaum previously affixing thereto the following declaration :—

Declaration written by His Highness the Imaum on the foregoing Treaty.

That is correct, that whatsoever is written in Arabic letters (in the Arabic language) in the Agreement, is binding on us.

The writing of the humble Fakeer with his own hand.

(Signed) SYUD BIN SULTAN.
(True translation.)
(Signed) ATKINS HAMERTON.

* Vide letter from Captain Hamerton to the Bombay Government, dated the 13th February 1846.

NAGPOOR.

Treaty of Peace and Friendship, concluded with the Raja of Berar on the 17*th December* 1803.

Treaty of peace between the Honorable the English East India Company and their allies, on the one part, and SENA SAHEB SOOBA RAGHOJEE BHONSLA, on the other; settled by Major General the Honorable ARTHUR WELLESLEY, on the part of the Honorable Company and their allies, and by JESWUNT RAO RAMCHUNDRU, on the part of Sena Saheb Sooba Raghojee Bhonsla, who have each communicated to the other their full powers.

ARTICLE I.

There shall be perpetual peace and friendship between the Honorable Company and their allies, on the one part, and Sena Saheb Sooba Raghojee Bhonsla, on the other.

ARTICLE II.

Sena Saheb Sooba Raghojee Bhonsla cedes to the Honorable Company and their allies, in perpetual sovereignty, the province of Cuttack, including the port and district of Balasore.

ARTICLE III.

He likewise cedes to the Honorable Company and their allies, in perpetual sovereignty, all the territories of which he has collected the Revenues in participation with the Sooba of the Deccan, and those of which he may have possession which are to the Westward of the river Wurdha.

ARTICLE IV.

It is agreed, that the frontier of Sena Saheb Sooba towards the territories of His Highness the Sooba of the Deccan, shall be formed, to the West by the river Wurdha, from its issue from the Injardy Hills to its junction with the Godavury. The hills on which are the Forts of Nernula and Gawilgur, are to be in the possession of Sena Saheb Sooba; and every thing South of those hills, and to the West of the River Wurdha, is to belong to the British Government and their allies.

ARTICLE V.

Districts amounting to four lacs of Rupees per annum, contiguous to and to the South of the forts of Nernula and Gawilgur, are to be given over to Sena Saheb Sooba. These districts are to be fixed upon by Major General Wellesley, and delivered over to Sena Saheb Sooba at the same time with the forts.

ARTICLE VI.

Sena Saheb Sooba, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their allies ceded by the second, third, and fourth Articles, and on all the territories of His Highness the Sooba of the Deccan.

ARTICLE VII.

The Honorable Company engage that they will mediate and arbitrate, according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's allies Sekunder Jah Bahadoor, his heirs and successors, and Rao Pundit Prudhan Bahadoor, his heirs and successors, respectively, and Sena Saheb Sooba.

ARTICLE VIII.

Sena Saheb Sooba engages never to take or retain in his service any Frenchman, or the subject of any other European or American power, the Government

of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajas, Zumindars, or other subjects of Sena Saheb Sooba who may fly from or rebel against his authority.

ARTICLE IX.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the Court of the other.

ARTICLE X.

Certain Treaties have been made by the British Government with feudatories of Sena Saheb Sooba,—these Treaties are to be confirmed. Lists of the persons with whom such Treaties have been made will be given to Sena Saheb Sooba, when this Treaty will be ratified by His Excellency the Governor General in Council.

ARTICLE XI.

Sena Saheb Sooba hereby renounces for himself, his heirs and successors, all adherence to the confederacy formed by him and Dowlut Rao Sindia and other Muratha Chiefs, to attack the Honorable Company and their allies. He engages not to assist those Chiefs, if the war with them should still continue.

ARTICLE XII.

This Treaty of peace is to be ratified by Sena Saheb Sooba within eight days from this time, and the ratification is to be delivered to Major General Wellesley; at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major General Wellesley engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor General in Council, and that the ratification shall be delivered in two months from this date.

Done in Camp, at Deogaon, this 17*th December* 1803 *(answering to the* 2*nd Rumzan* 1213, *Fuslee).*

The Governor General's small Seal.

(Signed) ARTHUR WELLESLEY,
Major General.

JESWUNT RAO RAMCHUNDRU,
On the part of Sena Saheb Sooba.

The Company's Seal.

(Signed) WELLESLEY.
" G. H. BARLOW.
" G. UDNY.

Ratified by His Excellency the Most Noble the Governor General in Council, at Fort William, the 9th January 1804.

(Signed) J. LUMSDEN,
Chief Secretary to Government.

Seal of the Soobah of the Deccan.

Ratified by the annexed seal and signature of His Highness the Soobah of the Deccan, in the city of Hyderabad, this 28th day of April A. D. 1804 (or 17th Mohurrum 1219), in my presence, as witness my hand.

(Signed) J. A. KIRKPATRICK,
Resident.

Ratified by the Peshwa on the 14th May 1804.

Engagement with the Raja of Berar, dated the 24th August 1806.

Engagement for the restitution of the Provinces of Sumbulpoor and Putna, by the British Government, to RAJA RAGHOJEE BHONSLA SENA SAHEB SOOBA BAHADOOR, dated the 24th of August 1806 (corresponding with the 9th of Jumadee-oos-sanee, 1221 Hijree).

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharaja Raghojee Bhonsla, the Honorable Sir GEORGE HILARO BARLOW, Bart., Governor General, agrees to restore to Maharaj Raghojee Bhonsla all the territory of Sumbulpoor and Putna which was ceded by the Maharaja to the Honorable English Company, with the exception of the territory of Raja Joojar Sing, according to the following Schedule.

The British Government hereby renounces all future claims whatsoever to the undermentioned Purgunas. The Maharaja shall possess the same degree of sovereignty over them as he possesses over the rest of his dominions.

SCHEDULE.

Names of the Purgunas of Sumbulpoor.	*Names of the Purgunas of Putna.*
Sumbulpoor.	Putna.
Sonipoor.	Khas Putna.
Sawrungur.	Narvagur.
Burgur.	Ghureeland.
Suktee.	Tonagur.
Serakol.	Borasambre.
Benvid.	
Bonee.	
Kautikpoor.	

The territory of Raja Joojar Sing shall continue to be incorporated with the British dominions.

The Maharaja, on his part, hereby renounces all future claims to the territory of Raja Joojar Sing, and further engages never to make any pecuniary demand on that territory, or to exercise any authority over it.

If at any time Raja Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharaja Raghojee Bhonsla, or enter into any collusion with the Zumindars of the Maharaja's territory, for the purpose of making war upon the Maharaja, the Maharaja shall report the same to the Honorable the Governor General in Council, who will duly inquire into the circumstances of the case, and if such acts should be found against Raja Joojar Sing, his country shall be separated from the British dominions; and the Maharaja shall be at liberty, with the consent of the British Government, to march his troops against the said Raja Joojar Sing.

The Governor General will not, in any manner, encourage or afford him protection.

On the other hand, the Maharaja and his Officers shall not, without the consent of the British Government, make war in any manner upon Raja Joojar Sing, or offer any molestation to him. If, however, Raja Joojar Sing shall be found guilty of any outrages, in that case Roygur shall be separated from the Company's dominions, and annexed to those of the Maharaja, in the same manner as Sumbulpoor and Putna.

It is hereby agreed, that a copy of this Treaty, ratified by the Governor General in Council, shall be transmitted from Fort William, in the space of two months and eleven days from this date (24th August 1806).

Seal and signature of the Raja of Berar.

Ratified by the Governor General in Council on the 2nd of October 1806.

The Company's Seal.

(Signed) G. H. Barlow.
" G. Udny.
" J. Lumsden.

Treaty of Defensive Alliance with the Raja of Berar, dated the 27th May 1816.

Treaty of perpetual Defensive Alliance between the Honorable English East India Company and His Highness Maharaja Pursojee Bhonsla, his heirs and successors, settled with Raja Moodhojee Bhonsla, exercising with plenary powers all the functions of the Government on behalf of the said Maha-

raja, by RICHARD JENKINS, Esquire, Resident at the Court of his Highness, by virtue of the powers delegated to him by the Right Honorable Francis Earl of Moira, K. G., one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company, to direct and control all their affairs in the East Indies.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time, between the Honorable English East India Company and the State of Nagpoor, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, and to the security of their rights and territories, and those of their allies and dependents, to enter into a Defensive Alliance, on the terms specified in the under-written Articles :—

ARTICLE I.

The peace, union, and friendship so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE II.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against Maharaja Pursojee Bhonsla, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the Governor General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever (in which description is included the tribe of Pendharees) to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharaja Pursojee Bhonsla, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

In conformity to the spirit of complete alliance and identity of interests established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself to protect and defend the state of Nagpoor against all enemies, the Maharaja agrees, not only to employ the utmost effort of his military power and resources

in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the state of Nagpoor, but also to consider the forces and resources of his Government to be applicable, to the utmost practicable extent, on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, their Highnesses the Nuwab Sekunder Jah Soobedar, of the Deccan, and the Peshwa Rao Pundit Prudhan, as well as generally to aid the British Government, as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE IV.

With a view to fulfil this Treaty of Defensive Alliance, Maharaja Pursojee Bhonsla agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native Cavalry, six battalions of Native Infantry, one complete company of European Artillery, and one company of Pioneers, with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the Maharaja's territories. It is moreover agreed, that with the reserve of two battalions of sepoys, which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the South bank of the Nurbuda as may be chosen by the British Government, and with liberty to move in any direction necessary through His Highness' territories; as well as to have the privilege of changing its position in case it shall be so determined on, the Maharaja's Government being previously consulted in the latter case. In the event, however, of its being deemed advisable by the British Government, at any time, that one of the two battalions of sepoys, which it is above provided are to remain near His Highness' person, shall join the force stationed near the Nurbuda, the said Maharaja will make no objection: but the force near His Highness' person shall never consist of less than one battalion.

ARTICLE V.

The Maharaja hereby engages to pay to the Honorable Company from His Highness' treasury at Nagpoor, according to the two undermentioned equal and half-yearly instalments, punctually, and without demur or hesitation, the annual sum of seven lacs and fifty thousand Nagpoor rupees of the present standard value, being the estimated additional charge of the field establishment of the force described in the preceding article.

The following are the instalments:

1st December.....	Rupees	3,75,000
1st June.....	,,	3,75,000
	Rupees..	7,50,000

ARTICLE VI.

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharaja Pursojee Bhonsla, and whatever arrangement may thus be determined upon by mutual consent, shall be adopted. In the event, likewise, of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government shall be entitled to require, and His Highness will, without hesitation, agree to cede territory, in lieu of the whole of the subsidy, the situation of which territory will be then fixed according to mutual convenience. But it is understood, that the British Government claims no right to demand a cession of territory as long as the pecuniary payments are punctually discharged.

ARTICLE VII.

Whenever it may be found expedient, for any temporary purpose, to employ within the Maharaja's territory any troops belonging to the Hon'ble Company, exceeding the amount of the subsidiary force as fixed by the fourth Article, no objections shall be made on the part of the Maharaja; and the British Government, on its part, engages that the Maharaja shall not be charged with any additional expense on account of such extra troops.

ARTICLE VIII.

The Maharaja grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His Highness' territory. Grain, and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharaja, his heirs and successors, the overawing and chastisement of rebels or exciters of disturbance in His Highness' dominions, and due correction of his subjects and dependents who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor, like Sebundy, to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Molukgeery.

ARTICLE IX.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharaja Pursojee Bhonsla in the same manner as the rights and territories of the Hon'ble Company are

now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharaja consequently engages never to commit any act of hostility or aggression against their Highnesses the Nizam and Peshwa, or any of the Hon'ble Company's allies or dependents, or against any other Power or State whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE X.

As by the present Treaty, the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharaja engages neither to commence nor to pursue in future any negociations with any other State whatever, without giving previous notice to, and entering into mutual consultation with the Company's Government; and the British Government, on its part, hereby declares that it has no manner of concern with any of the Maharaja's children, relations, dependents, subjects, or servants, with respect to whom the Maharaja is absolute.

ARTICLE XI.

Whereas it is incumbent on the Maharaja to be prepared to unite with the British Government to the utmost extent of his power and resources, in the protection and defence of his rights and territories against all external and internal enemies; and whereas, by the third Article of this Treaty, the Maharaja engages not only to fulfil that obligation, but also to assist the British Government, as far as may be practicable, on occasions in which that Government may be compelled to exert its power in the defence of its own rights and those of its allies; the Maharaja engages, with a view to fulfil these obligations, to maintain at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand Cavalry and two thousand Infantry, with the necessary equipments of guns and warlike stores, which force shall be employed on occasions of actual service, in the manner that may be pointed out by the Officer commanding the British subsidiary force. In the same manner, in the event of any part of the forces of the Maharaja being required to act in conjunction with a British force beyond the limits of His Highness' territories, the former shall be employed under the orders and directions of the Commanding Officer of the latter. It is moreover declared, that in addition to the force of Cavalry and Infantry which the Maharaja is bound by this Article perpetually to maintain, His Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support; and that on all necessary occasions he will be ready to assist the British Government with the whole of his forces.

ARTICLE XII.

Maharaja Pursojee Bhonsla agrees to attend and conform to whatever advice

and recommendation may from time to time be offered by the British Resident at His Highness' Court, on all points connected with the due support and equipment of the force, consisting of three thousand Cavalry and two thousand Infantry, which, by the eleventh Article, the Maharaja engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the pay, and good quality of the accoutrements, horses, arms, &c. of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford, without excuse or hesitation, to the Resident, any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service; and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed, personally, either by the Resident or by the Officer commanding the subsidiary force.

ARTICLE XIII.

Inasmuch as by the present Treaty of Defensive Alliance the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed, that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharaja shall be permitted, at the discretion of the British Government, to be employed in the province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharaja's dominions, provided, however, that by such temporary employment of the force stationed with the Maharaja, His Highness' territories shall not be exposed to serious danger, and that the force stationed near His Highness' person shall never be less than one battalion of sepoys.

ARTICLE XIV.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharaja, or any members of His Highness' family or relations, or servants of His Highness; who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories.

ARTICLE XV.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esq. with Raja Moodhojee Bhonsla, on the part of Maharaja Pursojee Bhonsla, Mr. Jenkins has delivered one copy thereof, in English, Murathee and Persian, signed and sealed by himself, to the said Raja Moodhojee Bhonsla, who, on his part, has also delivered one copy of the same, duly executed with the seal and signature of Maharaja Pursojee Bhonsla, and with his own seal and signature; and Mr. Jenkins, by virtue of special authority given

to him in that behalf by the Right Hon'ble the Governor General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness, in the space of forty days, a ratified copy of the same, under the seal of the Hon'ble Company and the signature of the Right Hon'ble the Governor General in Council, on the delivery of which, the Treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the fourth Article shall be immediately furnished by the Hon'ble Company, and all the other Articles of this Treaty shall be in full force from this time.

Signed, sealed, and exchanged at Nagpoor, the twenty-seventh day of May, in the year of our Lord one thousand eight hundred and sixteen (answering to the twenty-eighth of Jumadee-oos-sanee, in the year of the Hijree one thousand two hundred and thirty-one).

The Seal of Maha Raja Pursojee Bhonsla.

The Seal of Raja Moodhojee Bhonsla Appa Saheb.

Company's Seal.

(Signed) HASTINGS.

Ratified by His Excellency the Right Hon'ble the Governor General in Council, at Fort William in Bengal, this 15th day of June 1816.

(Signed) J. ADAM,
Secretary to Government.

Provisional Treaty with the Raja of Nagpoor, dated the 6th January 1818.

Provisional Agreement concluded between the Honorable Company and MAHARAJA MADHOOJEE BHONSLA, by Mr. JENKINS, on the part of the Honorable Company, and NAGO PUNDIT and NARAYUN PUNDIT, on the part of His Highness.

ARTICLE I.

The Raja retains his Musnud, until the pleasure of the Governor General is known, on the following conditions.

ARTICLE II.

The Raja consents to cede his territories North of the Nurbuda, as well as all those on the Southern bank, also Gawilgur, and his territories in Berar, and Sirgooja and Jushpoor, in lieu of the former subsidy and contingent.

ARTICLE III.

The affairs of the Government, civil and military, shall be settled and conducted by Ministers in the confidence of the British Government, according to the advice of the Resident, and His Highness, with his family, will reside in his palace in the city of Nagpoor, under the protection of the British troops.

ARTICLE IV.

The subsidy will be paid up, and shall continue to be paid until a final settlement.

ARTICLE V.

Any Forts in His Highness' territory which the British Government may wish to occupy, shall immediately be given up to the British troops.

ARTICLE VI.

The principal persons concerned in resisting His Highness' orders on the 16th December, and since, shall receive no favor, but be punished; and, if possible, be seized and delivered up to the British Government.

ARTICLE VII.

The two hills of Seetabuldee, with the bazars and land adjoining, to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such military works erected as may be deemed necessary.

Done at Nagpoor, this 6th day of January 1818, A. D. *(corresponding to the 28th of Suffur* 1233, *A. H.)*

(Signed) R. JENKINS,
Resident.

Treaty of Friendship and Alliance with the Raja of Nagpoor, dated the 1st December 1826.

Treaty of perpetual friendship and alliance between the Honorable East India Company and His Highness MAHARAJA RAGHOJEE BHONSLA, *his heirs and successors, settled by* RICHARD JENKINS, *Esquire, Resident at the Court*

of His Highness, by virtue of the powers delegated to him by the Right Honorable William Pitt, Lord Amherst, one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Hon'ble Company to direct and control all their affairs in the East Indies.

Whereas a Treaty of perpetual defensive alliance, consisting of fifteen Articles, was concluded at Nagpoor, between the Hon'ble East India Company and the State of Nagpoor, under date the 27th May, 1816 (corresponding with the 28th of Jumadee-oos-sanee, in the year of the Hijree 1231), and whereas, during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Raja Moodhojee Bhonsla on the British Resident, and the troops of his ally stationed at Nagpoor for the said Raja's protection, thereby dissolving the said Treaty, annulling the relations of peace and amity between the two States, placing the State of Nagpoor at the mercy of the British Government, and the Maharaja's Musnud at its disposal; and whereas the British Government, still recollecting the former close alliance, consented to restore the relations of amity and friendship, and to replace His Highness on the Musnud; and whereas, in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor, Appa Saheb entered into fresh concert with the enemies of the British Government, that Government was consequently compelled to remove him from the Musnud; and Maharaja Raghojee Bhonsla having succeeded to the same by the favor of the said Government, the following Treaty is concluded between the States:—

ARTICLE I.

All Articles of the Treaty concluded at Nagpoor on the 27th of May 1816, which are not contrary to the tenor of the present Engagement, are hereby confirmed.

ARTICLE II.

Although the Raja assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Sooba, which have been held by former Rajas of Nagpoor, he hereby renounces for ever, for himself and successors, all dependence upon or connection with the Raja of Satara or other Muhratha powers, and agrees to relinquish all ceremonies and observances whatever, referring to the dignity of Sena Saheb Sooba.

ARTICLE III.

By the 10th Article of the Treaty of Nagpoor it is agreed, that the Maharaja is neither to commence nor to pursue any negociation with any other State whatever, without giving previous notice to, and entering into mutual consultation with, the Company's Government. In order to the more effectual fulfilment of this Article, Maharaja Raghojee Bhonsla hereby agrees neither to maintain Vakeels or other Agents at the Courts of any foreign State whatever,

nor to permit the residence of Vakeels or other Agents from any such State at his Court; and His Highness further engages to hold no communication with any Power whatever, except through the Resident or other Minister of the Hon'ble Company's Government residing at His Highness' Court.

Article IV.

By the 4th Article of the Treaty of Nagpoor, it was agreed, that, with the reserve of two battalions of Sepoys, which were to remain near the Raja's person, the residue of the subsidiary force which the British Government thereby agreed to furnish, should be posted in such a situation near the South bank of the Nurbuda as might be chosen by the British Government; by the present Article it is agreed that the British Government shall be at liberty in future to station its troops in any part of the Raja's territories as it may deem necessary for their protection and the maintenance of tranquillity; and also to decide upon the number of troops to be so maintained, whether greater or smaller than the amount of the subsidiary force before fixed.

Article V.

The late Raja Moodhojee Bhonsla, commonly called Appa Saheb, agreed to cede to the Honorable Company certain territories for the payment of the expenses of the permanent military force maintained by the British Government in His Highness' territories, and in lieu of the subsidy of 7,50,000 Rupees formerly paid by the said Raja, and of the contingent he was bound to maintain by the former Treaty. These territories, as detailed in the Schedule annexed to this Treaty, shall remain for ever under the dominion of the Honorable Company. His Highness Maharaja Raghojee Bhonsla hereby expressly renounces all claims and pretensions of whatever description on the territories aforesaid, and all connexion with the Chiefs and Zumindars, or other inhabitants of them. The British Government, on its part, hereby guarantees the rest of the dominions of the Nagpoor State to Maharaja Raghojee Bhonsla, his heirs and successors.

Article VI.

As it may be found that some of the territories ceded to the British Government in the foregoing Article would, from their situation, be more conveniently attached to the territories of the Nagpoor State, His Highness agrees that such exchanges of talookas and lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as may be necessary for the convenience of both parties; and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 5th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management of the said Company and their Officers.

ARTICLE VII.

The British Government undertook, during the Raja's minority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name, and on his behalf; His Highness' nonage, according to Hindoo law and usage, being now expired, the powers of Government and the administration of his dominions, under the several conditions and exceptions hereinafter specified, are declared to be vested in the Raja.

ARTICLE VIII.

For the more complete and effectual fulfilment of this intention and object of the eleventh Article of the Treaty of 27th May 1816, the military force of the State of Nagpoor, with the exception of a small body of infantry and horse, which may be maintained with the sanction of the British Government for the Raja's personal retinue, and the requisite Sebundies for the police and collection of revenue (to be subject to the same sanction with regard to their numbers, description, and employment), shall always remain under the authority of the British Government and at its disposal for His Highness' benefit, and sufficient funds shall be permanently appropriated for its regular payment from His Highness' resources.

ARTICLE IX.

The Districts of Deogur above the Ghauts, Chandah, Langhie, and Chutteesgur, and their dependencies, together with some additional Districts, yielding altogether a clear net revenue of seventeen lacs of rupees per annum, will for the present be retained under the management of European superintendents, acting for the Raja, but subject to the orders of the British Resident, to provide funds for the payment of the military establishments referred to in the preceding Article, and for the civil expenses of the said Districts. A true and faithful account of the revenue and produce of the said Districts, and of the military and civil disbursements, shall be rendered to His Highness, and any surplus remaining, after payment of the above charges, shall be paid into His Highness' treasury.

The rest of His Highness' territories, including the city of Nagpoor, shall be replaced under the direct administration of His Highness and his Ministers, the British superintendence being gradually withdrawn; and it is hereby further declared, that whenever the state of the Districts retained under British superintendence under this Article, and the success of His Highness' management in the country now transferred to him, shall appear to the British Government to justify such a measure, the Districts excepted in this Article shall also be restored to the direct management of the Raja, His Highness appropriating sufficient funds from his resources for the payment of the military force, and the British Government remaining the medium of conducting all affairs with the tributary Chiefs and Zumindars of the country.

ARTICLE X.

In the management of the country transferred to the Raja's immediate authority by the preceding Article, and in that of the excepted Districts, when restored to His Highness' control, Raja Raghojee Bhonsla hereby promises to pay at all times the utmost attention to such advice as the British Government shall judge it necessary to offer him, with a view to the economy of his finances, the better collection of his revenue, the administration of justice and police, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness' interests, the happiness of his people, and the mutual welfare of both States, and always to conduct the affairs of his Government by the hands of Ministers in the confidence of the British Government, and responsible to it, as well as to His Highness, in the exercise of their duties in every branch of the administration.

His Highness specifically agrees to adopt such regulations and ordinances as may be suggested by the British Government through its Representative at His Highness' Court, for ensuring order, economy, and integrity in every department of his Government; and the engagements and settlements which have been or may be concluded with the Patels and Ryuts, or others, in his name, through the intervention of British Agents, shall be faithfully maintained and acted upon. The Civil establishments of the Government, the appointment of persons to fill them, and the expenditure on account of those establishments, as well as of His Highness' Court and household, shall be fixed and continued according to the advice of the British Government; and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the Government in every branch, as well as to have access to the Treasury, in order to be assured of the actual state of the finances.

ARTICLE XI.

If it shall be necessary, for the protection and defence of the territories of the contracting parties, or of either of them, that hostilities shall be undertaken, or preparations made for commencing hostilities against any State or Power, Raja Raghojee Bhonsla agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of war, such a sum as shall appear to the British Government, on an attentive consideration of the means of His said Highness, to bear a just and reasonable proportion to the actual net revenue of His said Highness.

ARTICLE XII.

And whereas the interests and reputation of the contracting parties require that the prosperity of His Highness' dominions shall be increased and perpetuated by the operation of this Treaty, and it is indispensable that effectual and

lasting security should be provided for the welfare and happiness of the people, and against any failure in the funds destined to defray the expenses of His Highness' permanent military establishment in time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th Article, it is hereby stipulated and agreed between the contracting parties, that if, from the mismanagement of His Highness' Officers, and from the neglect of the advice and suggestions of the British Government on the part of His Highness, the British Government shall have reason to apprehend at any future period a failure in the funds so destined, or a deterioration instead of the expected improvement in His Highness' resources, and in the condition of the people, the British Government shall be at liberty, and shall have full power and right, to assume and bring under the direct management of the servants of the British Government such part or parts of the territorial possessions of His Highness as shall appear to the said Government necessary to render the funds efficient and available, either in time of peace or war, or the whole, should the welfare of the country require it.

Article XIII.

It is hereby further agreed, that whenever the British Government shall signify to the said Maharaja Raghojee Bhonsla that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shall immediately issue orders to his Amils or other Officers for placing the territories required under the exclusive authority and control of the said Government; and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British Government shall be at liberty to issue orders by its own authority for assuming the collections and management of the said territories; provided always, that whenever and as long as any part of His said Highness' territories shall be placed and shall remain under the exclusive authority and control of the said British Government, the said Government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also, that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one-fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use.

Article XIV.

The hill of Seetabuldee, and that adjacent to it, with the land and bazars adjoining, within a boundary line which will be settled, shall be annexed to the British Residency; and the British Government shall be at full liberty to keep up the necessary works for rendering them a good military position which have been or may be erected upon them or elsewhere, within the boundary aforesaid.

The Maharaja also engages at all times to furnish such pasture land as may be required for the use of the British forces, at the most convenient places adjoining to the cantonments of the different divisions of the said forces.

ARTICLE XV.

The Maharaja also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions as it shall appear to them advisable to take charge of, and that all Officers, and all troops, whether individually or collectively, belonging to the Honorable Company, shall have free ingress to, and egress from, all His Highness' forts and places of strength, when necessary for their safety.

ARTICLE XVI.

Whenever called upon by the British Government, the Maharaja agrees to collect as many Bunjarees as possible, and to store as much grain as may be practicable, in convenient places, for the purpose of aiding the supplies of the armies of both States in any contest in which they may be engaged.

ARTICLE XVII.

This Treaty, consisting of seventeen Articles, being settled and concluded at Nagpoor, on the first day of December, in the year 1826 (corresponding with 1st Jumadee-ool-awul in the year of the Hijree 1242), by Richard Jenkins, Esquire, with Maharaja Raghojee Bhonsla, Mr. Jenkins has delivered to the said Maharaja a copy of the same in English, Persian, and Murathee, sealed and signed by himself, and His Highness has delivered to Mr. Jenkins another copy, also in English, Persian, and Murathee, bearing His Highness' seal and signature, and Mr. Jenkins has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by the Right Honorable William Pitt, Lord Amherst, Governor General, &c. &c. &c., on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Governor General's Seal.

(Signed) AMHERST.

Ratified by the Right Honorable the Governor General, in Camp, at Shahjihanpoor, this thirteenth day of December, one thousand eight hundred and twenty-six, A. D.

(Signed) A. STIRLING,
Deputy Secretary to Government,
In attendance on the Governor General.

SCHEDULE OF CESSIONS TO THE BRITISH GOVERNMENT.

1st.—Mundilla, including
1. Fort of Mundilla.
2. Burgee.

2nd.—Jubbulpoor, including
1. Huwelee Gurha.
2. Seehora.
3. Soudpoor.
4. Khoombe.
5. Bhunee Bun.
6. Ghosulpoor, including
(1) Sirdee.
(2) Koora.
(3) Turwa.
(4) Ghosulpoor.
7. Purmagur.
8. Mujholee.
9. Kemoree.
10. Bareily.
11. Bulhary.
12. Tezgur.
13. Kutugee, &c.

Zumindaree Talookas.

1. Mulumpoor.
2. Peepreea.
3. Mungur.
4. Narayunpoor.
5. Nuwaz.
6. Wureea.
7. Senghoree Chaya.
8. Bundra.
9. Suhupoora.

3rd.—Seonee, including
1. Seonee.
2. Doongureea.
3. Anee Ushta.
4. Durashee.
5. Dungurthat.
6. Kurola.
7. Kutungee.
8. Ginsoor.
9. Gondee.
10. Oogullee.
11. Chindee.
12. Chupara, and 2 Khalsa villages.

4th.—Chowragur, including
1. The Fort of Chowragur.
2. Shapoor.
3. The Kusba of Chongan.

5th.—Rewa, including
1. Bohurgur.
2. Bura.
3. Sakurguira.
4. Babnee.
5. Sewnee.
6. Bhambooree Zumala.
7. Singpoor Bura.
8. Buchaee.
9. Pelapusaee.
10. Hoosingabad.
11. Zumanee.
12. Sohagpoor.
13. Chiklee Bara.

6th.—Baitool, including
1. Huwelee Kherla Baitool.
2. Jayutgur Amla.
3. Khundar Hirawudee.
4. Jamuee.
5. Musud.
6. Sowligur.
7. Mhairdnee.

7th.—Mooltayee, including
1. Mooltayee.
2. Saykhera.
3. Satner.
4. Putun.
5. Mundree.
6. Ashta.
7. Metsalwaree.
8. Pownee.
9. Athner.

8th.—Sumbulpoor, including
1. Khalsa Sumbulpoor.
2. Chanderpoor.
3. Ambownee.
4. Kurral.
5. Ghems.
6. Hootal.
7. Burpalee.
8. Patkulda.
9. Lukunpoor.
10. Boordah.
11. Burbar Killa.
12. Phoorda.
13. Dama.
14. Soungal.
15. Sapurgurh.
16. Serrah.
17. Koolabeera.
18. Rampoora.
19. Rajepoor.
20. Pudumpoor.

Zumindarees.

1. Sumbulpoor.
2. Burgurh, including
   Singra.
   Seur, and
   Half of Bootcea, and half of Saragong.
3. Suktee, including
   Half of Booteea, and half of Saragong.
4. Saringurh, including
   Surreea.
   Sursawah.
   Sohagpoor.
5. Gungpoor.
6. Boreea.
7. Boomra.
8. Rerakole.
9. Sondpoor.

Patna and its dependencies.

1. Patna.
2. Assee Sulda.
3. Jura Singha.
4. Belata.
5. Diakgurh.
6. Topal.
7. Teelgurh.
8. Gumleeah Dolah.
9. Huldee.
10. Sandakala.
11. Sar puhar.
12. Bad puhar.
13. Boy Murda.
14. Salee Butha.
15. Hat Kund.
16. Doomballa.

Patna Zumindarees.

1. Patna Proper.
2. Phoolgur.
3. Boora Samer.
4. Ramoon.
5. Antgaon.
6. Lohar Singha.
7. Kheriar.
8. Nuwagurh.
9. Dewlee.

9th.—Sohagpoor Bhugelaker.

(Signed) R. JENKINS,
Resident.

MEMORANDUM.—The foregoing Treaty was, on the 26th December 1829, modified by the following revised Engagement:—

Revised Engagement between the Honorable Company and the Raja of Nagpoor, dated the 26th December 1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Raja of Nagpoor, and to the mutual benefit and convenience of the Honorable Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th* December, 1826, the following provisions have accordingly been arranged and concluded, on the one part by FRANCIS B. S. WILDER, Esquire, Resident at the Court of Nagpoor, in the name and on behalf of the Right Honorable Lord William Cavendish Bentinck, Governor General in Council, and on the other by MAHARAJA RAGHOJEE BHONSLA, Raja of Nagpoor.

ARTICLE I.

Articles VIII. and IX. of the existing Treaty are hereby rescinded, and it is agreed, that in lieu of the obligations contracted by those Articles, the Raja of Nagpoor shall pay to the British Government an annual subsidy of Sonat Rupees eight lacs, by quarterly instalments, *i. e.* on the 6th September, 6th December, 6th March, and 6th June of each year, in consideration whereof the reserved Districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British Officers employed in the Nagpoor service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpoor Fuslee year (or 6th June 1830). Arrangements for gradually disbanding the auxiliary force, as at present constituted, will be immediately put in train, it being of course the duty of the Raja to provide in their room, and from his own funds, a national force adequate to the ordinary protection of his subjects, and the performance of internal duties.

ARTICLE II.

The Raja agrees to respect and abide by the conditions of the quinquennial settlement concluded with the Patels, Ryuts, and others, by the British authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain inviolate all Agreements and Engagements formed with the Gond and other tributary Chiefs and Zumindars by British Officers under the sanction and authority of the Resident.

ARTICLE III.

Articles X. XII. and XIII. of the existing Treaty are hereby cancelled; and the following modified provisions substituted in lieu thereof. It shall be competent to the British Government, through its local representative, to offer advice to the Maharaja, his heirs and successors, on all important matters,

* This should be the 1st December 1826.

whether relating to the internal administration of the Nagpoor territory, or to external concerns, and His Highness shall be bound to act in conformity thereto. If, which God forbid, gross and systematic oppression, anarchy, and misrule should hereafter at any time prevail, in neglect of repeated advice and remonstrance, seriously endangering the public tranquillity, and placing in jeopardy the stability of the resources whence His Highness discharges his obligations to the Hon'ble Company, the British Government reserves to itself the right of re-appointing its own Officers to the management of such District or Districts of the Nagpoor territory, in His Highness' name, and for so long a period as it may deem necessary; the surplus receipts in such case, after defraying charges, to be paid into the Raja's treasury.

ARTICLE IV.

Article XI. of the existing Treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Raja agrees to maintain at all times, in a state of efficiency, a body of not less than one thousand of the best description of irregular horse, organized and disciplined after the native fashion, commanded by his own Native Officers, and subject to His Highness' exclusive authority. In the event of war, this force shall be liable to serve with the British army in the field, receiving batta from the Hon'ble Company, in compensation of the extra expense of their maintenance whenever employed beyond the Nagpoor frontier.

ARTICLE V.

Article XV. of the existing Treaty is hereby abrogated.

ARTICLE VI.

All the other provisions and conditions of the Treaty concluded at Nagpoor on the 13th December 1826, which are not affected by the above Convention, are to remain in full force and effect.

ARTICLE VII.

This Engagement, consisting of seven Articles, being settled and concluded at Nagpoor, on the 26th day of December 1829 (coresponding with 29th Jumadee-ool-Akhur, in the year of the Hijree 1245,) by Francis B. S. Wilder, Esquire, with Maharaja Raghojee Bhonsla, Mr. Wilder has delivered to the said Maharaja a copy of the same in English, Persian, and Murathee, sealed and signed by himself, and His Highness has delivered to Mr. Wilder another copy, also in English, Persian, and Murathee, bearing His Highness' seal and signature, and Mr. Wilder has engaged to procure and deliver to His Highness, without delay, a copy of the same, duly ratified by the Right Honorable Lord William Cavendish Bentinck, Governor General, &c. &c. &c., on the receipt of which by His Highness, the present Engagement shall be deemed complete and

binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Given on the 26th December 1829 *(corresponding with the 29th Jumadee-ool-Akhur* 1245, *Hijree).*

(Signed) F. B. S. WILDER,
Resident.

(Signed) W. C. BENTINCK.
" DALHOUSIE.
" W B. BAYLEY.
" C. T. METCALFE.

Ratified by the Right Honorable the Governor General in Council, at Fort William in Bengal, the fifteenth day of January, one thousand eight hundred and thirty.

(Signed) A. STIRLING,
Secretary to Government.

NIZAM.

Treaty entered into by the Hon'ble East India Company and His Highness the Nizam, under date the 14th May 1759.

A copy of Requests made by Colonel FORD to NUWAB SULABUT JUNG, and his compliance thereto in his own hand.

The whole of the Sirkar of Muslipatam, with eight Districts, as well as the Sirkar of Nizampatam, and the Districts of Condarir and Wacalmanner, shall be given to the English Company, as an Inam (or free gift), and the Sunuds granted to them, in the same manner as was done to the French.

The Nuwab Sulabut Jung will oblige the French troops which are in his country, to pass the river Ganges within fifteen days, or send them to Pondicherry, or to any other place out of the Deccan country, on the other side of the river Krishna; In future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance.

The Nuwab will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Sirkars belonging to the French, nor for the computation of the revenues of his own country, in the present year, but let him remain peaceable in it in future; and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of his grandfather and father, and as was then paid to the Sirkar, so he will now act and pay accordingly to the Sirkar, and if he (the Raja) does not agree to it, then the Nuwab may do what he pleases. In all cases the Nuwab will not assist the enemies of the English, nor give them protection.

The English Company, on their part, will not assist the Nuwab's enemies, nor give them protection.

Dated Moon Rumzan, the 16th Hijree 1172, (which is the 14th of May 1759, A. D.)

I swear by God and his Prophet, and upon the holy Alkoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it, even a hair's breadth.*

Treaty with the Nizam, dated the 12th November 1766.

A Treaty of perpetual honor, favor, alliance, and attachment, between the great Nuwab, high in station, famous as the Sun, Nuwab Ausuf Jah Nizam-ool-Moolk Nizam-ood-Dowlah, Meer Nizam Aly Khan Bahadoor, Futteh Jung Sepah Sirdar, and the Honorable English East India Company; signed, sealed, and ratified, on the one part, by His Highness the said Nuwab, and on the other by JOHN CALLIAUD, Esquire, Brigadier General, invested with full powers, on behalf of the said Company.

Done at Hyderabad, the 9th of the Moon Jumadee-oos-Sanee, in the year of Hijree 1180 (equal to the 12th of November 1766).

ARTICLE I.

The two contracting parties do, by virtue of this Treaty of honor, favor, alliance, and friendship, solemnly engage a mutual assistance; to esteem the enemies of one the enemies of both, and contrariwise, the friends of one the friends of the other.

ARTICLE II.

The Honorable English East India Company, in return for the gracious favors received from His Highness, consisting of Sunuds for the five Sirkars of Ellour, Siccacole, Rajamundry, Mustaphanagur, and Murtezanagur, expressing the free gift thereof on them and their heirs, for ever and ever, do hereby

* This clause is in the Nuwab's own handwriting, and his large seal is affixed to the Treaty.

promise and engage to have a body of their troops ready to settle the affairs of His Highness' Government in every thing that is right and proper, whenever required, provided that they be at liberty to withdraw the whole, or such part thereof, as they shall judge proper, whenever either the safety of their own settlements and possessions, or the peace and tranquillity of the Carnatic be the least endangered. In case of the falling out of which circumstances (which God forbid), they do promise and engage to give the most timely notice thereof to His Highness in their power.

ARTICLE III.

The Honorable English East India Company do further engage and promise, that in whatever year the assistance of their troops shall not be required, they will pay to His Highness as a consideration for the free gift of the above-mentioned five Sirkars, for ever and ever, the following sums, by kists, as specified in the 8th Article of this Treaty; viz. for the three Sirkars of Rajamundry, Ellour, and Mustaphanagur, five lacs of Rupees; and for those of Siccacole and Murtezanagur, as soon as they are in their hands, and the settling the same is well effected, two lacs each,—in all, nine lacs of Rupees per annum.

ARTICLE IV.

The reduction of the Siccacole Sirkar, by the blessing of God, the Company will effect as soon as possible; but that of Murtezanagur, in consideration of His Highness having by former agreements given it to his brother, Buzalut Jung, as a Jageer, the Honorable English East India Company do promise and engage not to take possession of until it be His Highness' pleasure, or until the demise of his said brother; but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following Article.

ARTICLE V.

As the Sirkar of Murtezanagur borders on that of Nizampatam and the country of the Carnatic, which, by virtue of the former and present Treaties and alliances, the aforesaid Company are bound to maintain and protect in all its extent, therefore, in case the said Buzalut Jung, his Agents or dependents, should cause any disturbances, to the prejudice thereof, it is hereby agreed on by both parties, that the aforesaid Company shall then have it in their power to take immediate possession of that Sirkar.

ARTICLE VI.

As, by the tenor of the second Article of this Treaty, the aforesaid Company have engaged to furnish a body of troops to be ready to march to the assistance of His Highness, it is agreed on by both parties that the expenses

thereof shall be paid in the following manner; to wit, if the expense of the number of troops His Highness may require should fall short of the sum of the five lacs of Rupees mentioned to be paid for the three Sirkars of Rajamundry, Ellour, and Mustaphanagur, the Company will account to His Highness for what balance may remain due; and in case of its exceeding the above-mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Sirkars of Siccacole and Murtezanagur, when settled.

ARTICLE VII.

In consideration of the fidelity, attachment, and services of the aforesaid Company, and the dependence His Highness has upon them, His said Highness, out of his great favor, does hereby entirely acquit the above-mentioned Sirkars of all arrears and demands, down to the present date of these writings.

ARTICLE VIII.

In case the assistance of the Hon'ble Company's troops is not required, the annual stipulated sum expressed in the third Article of this Treaty the aforesaid Company do engage to pay, in three kists, after the following manner, and to give Sahookar security for the same; viz. the first payment the 31st of March, the second the 30th of June, and the third the 31st of October.

ARTICLE IX.

Whenever His Highness goes into winter quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

ARTICLE X.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves not to reveal any such designs as they may communicate to each other, until every thing on both sides is ready for execution.

ARTICLE XI.

The Honorable English East India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always depend-

ent upon His Highness's Government, do hereby agree that the same shall remain in his possession now also.

ARTICLE XII.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company; in consideration of which, the aforesaid Company do hereby agree and consent likewise that there be a Killedar therein on the part of His Highness, and that the usual Jageer annexed to the Killedaree shall be ceded to him.

ARTICLE XIII.

In virtue of this Treaty of mutual favor, alliance, and friendship, between the two contracting parties, His Highness promises and engages to assist the aforesaid Company with his troops, when required; reserving to himself the same liberty of withdrawing the whole, or any part thereof, in the same manner as is expressed for the aforesaid Company in the second Article of this Treaty, whenever the same shall become necessary.

ARTICLE XIV.

In virtue of the above Treaty of favor, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all and every one of the above-mentioned Articles; that from this time all doubts and suspicions shall cease between them, and in their room a perpetual, just, and sincere confidence be established, so that the great affairs of the Deccan Government and the business of the Company may increase every day, in honor, riches, and happiness from generation to generation.

In confirmation of which, His Highness on the one part, and John Calliaud, Esquire, Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hyderabad, the 9th of the Moon Jumadee-oos-sanee, in the year of the Hijree 1180 *(equal to the 12th of November* 1766).

Translation of a Sunud, under the seal of NIZAM ALY KHAN, *for the five Sirkars.*

Be it known to the Deshmookhs, Deshpandias, Mookuddums, husbandmen, and inhabitants of the Sirkars of Rajamundry, Ellour, Mustaphanagur, Siccacole, and Murtezanagur, belonging to the Soobahship of Hyderabad, that out of our great favour and goodness, from the 9th of the Moon Jumadee-oos-

sanee, in the year of Fuslee 1176 (equal to the 12th of November 1766), the whole of the said Sirkars (the Jageer of the Mustaphanagur, alias Condapillee Fort, and the usual villages appertaining to the diamond mines, excepted) are now given to and conferred upon the European English Company, by way of Inam, or free gift, for ever and ever, agreeable to their petition signed by us; in return for which, they, the English Company, are to pay the annual sum of nine lacs of Rupees, and to stand to all Sebundy charges, and whatever earthly or heavenly mischances may happen. You, therefore, our above-mentioned Deshmookhs, &c. are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times.

Looking upon this as a positive order, obey it accordingly.

Dated the 9th of the Moon Jumadee-oos-sanee, in the year of the Hijree 1180 *(equal to the 12th of November* 1766).

Translation of a Discharge, under the seal of NIZAM ALY KHAN, *to* OOMDUT-OOL-MOOLK SIRAJ-OOD DOWLAH UNVUROOD DEEN KHAN BAHADOOR MUNSOOR JUNG, *Foujdar of the Carnatic Payeen Ghaut, from the borders of the Palnaud country to the further extremity of those of the Malawar country, and to the sons and heirs of the said Oomdut-ool-Moolk Bahadoor.*

In consideration of the fidelity and attachment the said Oomdut-ool-Moolk Bahadoor has promised and engaged to my Court, by the means of General Calliaud, and in return for the sum of five lacs of Rupees (agreeable to the petition hereunto mentioned, countersigned by us), this discharge is now given to him, the said Oomdut-ool-Moolk, his sons and heirs, for the whole of the above-mentioned countries, as well the past, present, as the future also.

Translation of the Petition supposed to be presented by OOMDUT-OOL-MOOLK BAHADOOR'S *Vukeel.*

In consequence of the fidelity and attachment Oomdut-ool-Moolk Bahadoor has promised and engaged to your Highness' Court, by the means of General Calliaud, I beg leave to hope, that in return for the sum of five lacs of rupees, a discharge for the past, present, and future, may be given to him (the said Oomdut-ool-Moolk Bahadoor), his sons and heirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malawar country.

Dated the 9th of the Moon Jumadee-oos-sanee, in the year of the Hijree 1180 *(equal to the 12th of November* 1766).

Translation of an Obligation to His Highness NIZAM ALY, *by* GENERAL CALLIAUD, *on the part of the Nuwab* SIRAJOOD DOWLAH.

Whereas evil-minded people have taken great pains, by false representations and otherwise, to instil doubts and suspicions into His Highness' mind, regarding Oomdut-ool-Moolk Sirajood Dowlah Unvurood-deen Khan Bahadoor, in order, therefore, to prevent all causes for the same in future, and strengthen and establish in the strongest manner the alliance, attachment, and fidelity between His Highness the said Oomdut-ool-Moolk Bahadoor and the English Company, I, John Calliaud, Esquire, Brigadier General, do hereby promise and engage, on the part of the said Oomdut-ool-Moolk Bahadoor, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friendship and alliance by the means of the said Company now happily established between them; for the true and just performance of which the aforesaid Company do hereby become securities.

Given at Hyderabad, the 11*th of the Moon Jumadee-oos-sanee, in the year of the Hijree* 1180 *(equal to the* 14*th of November* 1766).

Translation of an Obligation given to His Highness NIZAM-ALY *by* GENERAL CALLIAUD, *on the part of the Nuwab* SIRAJOOD DOWLAH.

I, John Calliaud, Esquire, Brigadier General, do hereby promise and engage, on the part of Oomdut-ool-Moolk Sirajood Dowlah Bahadoor, that, agreeable to the terms which His Highness has done for him, he, the said Oomdut-ool-Moolk Bahadoor, one month after my arrival at Madras, shall pay into the hands of Sahookars for the use of His said Highness, the sum of five lacs of Rupees, for the performance of which the Company are hereby made securities.

Dated at Hyderabad, the 11*th of the Moon Jumadee-oos-sanee, in the year of the Hijree* 1180 *(equal to the* 14*th of November* 1766).

Treaty of perpetual Friendship and Alliance, concluded in February 1768, *by the Honorable East India Company, with the Nuwab of the Carnatic and the Soobah of the Deccan (the Nizam).*

A Treaty of perpetual friendship and alliance, made and concluded at Fort St. George, between the Honorable United Company of Merchants of England trading to the East Indies, in conjunction with the Nuwab Wala Jah Oomdut-ool-Moolk Umeer-ool-Hind Sirajood Dowlah Unvurood-deen Khan Bahadoor Munsoor Jung Sipah Sirdar, of the Carnatic Payeen Ghaut, on

the one part; and the great Nuwab, high in station, Asif Jah Nizam-ool-Moolk Meer Nizam Aly Khan Bahadoor Futeh Jung Sipah Sirdar, Soobah of the Deccan, on the other part; by the Honorable CHARLES BOURCHIER, *Esquire, Resident and Governor of Fort St. George, and the Council thereof, on behalf of the said English East India Company; the Nuwab* WALA JAH OOMDUT-OOL-MOOLK, *on behalf of himself, as Nuwab of the Carnatic; and the Nuwab* RUKUN-OOD-DOWLAH, *Dewan, invested with full powers on behalf the said Nuwab Asif Jah Nizam-ool-Moolk, his heirs and successors, as Soobah of the Deccan.*

Done on the 23rd day of February, in the year 1768, *of the Christian Era (and on the 4th of the Moon Shuwal, in the year of the Hijree* 1181).

Whereas, on the 12th November, in the year of the Christian Era 1766 (or on the 9th of the Moon Jumadee-oos-sanee, in the year of the Hijree 1180), a Treaty was concluded at Hyderabad, by and between General John Calliaud, invested with full powers on behalf of the English East India Company, and the Nuwab Asif Jah Nizam-ool-Moolk, &c. on behalf of himself, as Soobah of the Deccan, with a design to establish an honorable and lasting friendship and alliance between the two contracting powers; and whereas some misunderstandings have since arisen, which have perverted the intent of the said Treaty, and kindled up the flames of war; now be it known to the whole world that the before mentioned Nuwab Asif Jah, and the English Company, with the Nuwab Wala Jah, have entered into another Treaty of the strictest friendship and alliance, on the following conditions:—

ARTICLE I.

The exalted and illustrious Emperor of Hindoostan, Shah Alum Padshah, having, out of his gracious favor, and in consideration of the attachment and services of the English East India Company, given and granted to them, for ever, by way of Inam, or free gift, the five Sirkars of Mustaphanagur, Rajahmundry, Siccacole, Murtezanagur or Condavir, by his royal Firman dated the 12th of August 1765 (or on the 24th of Suffur, in the 6th year of his reign); and the Nuwab Asif Jah Nizam-ool-Moolk, as Soobah of the Deccan, having by the 2nd and 3rd Articles of the aforementioned Treaty, ceded and surrendered by Sunuds, under his hand and seal, to the English East India Company, for ever, the aforementioned five Sirkars, it is now farther acknowledged and agreed by the said Asif Jah Nizam-ool-Moolk, Soobah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Sirkars, on the terms hereafter mentioned.

ARTICLE II.

By the aforementioned Treaty of Hyderabad it was stipulated that the Nuwab Asif Jah having given the Sirkar of Murtezanagur as a Jageer to his brother, the Nuwab Umeer-ool-Oomrah Soojah-ool-Moolk Bahadoor Bisalut Jung, the Company should not take possession of the said Sirkar till after the death

of Bisalut Jung, or till he broke the friendship with the said Company by raising disturbances in the country of Nizampatam or the Carnatic; and though the Company might justly claim a right to take possession of the said Sirkar, from the late conduct of Bisalut Jung, yet, in consideration of their friendship for Asif Jah and his family, and that they may not distress his affairs by obliging him to provide his brother, Bisalut Jung, with another Jageer, the Company do agree and consent, that Bisalut Jung still hold the Sirkar of Murtezanagur, on the aforesaid conditions, or till it be the pleasure of Asif Jah that the Company should take possession thereof; provided that the said Bisalut Jung returns immediately to his own country of Adony, and neither keeps with nor receives from Hyder Naik any Vukeel or correspondence, but lives in peace and harmony with the English Company and the Nuwab Wala Jah, and gives no protection or assistance whatever to the said Naik or any of his people, nor any other enemies of the Company, or the Nuwab Wala Jah; but if this Article shall at any time be infringed, the Company shall be at liberty, by virtue of this Treaty, to take possession of and keep the Sirkar of Murtezanagur, in the same manner as the other four, and the Nuwab Asif Jah engages to assist them therein with his troops, if necessary.

ARTICLE III.

The Fort of Condapillee, with its Jageer, shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own Officers only, notwithstanding any thing to the contrary stipulated in the twelfth Article of the Treaty of Hyderabad.

ARTICLE IV.

Narayundoo, one of the Zumindars of the Sirkar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nuwab Asif Jah's orders) to pay his rents, or obedience to the Company, the Nuwab Asif Jah agrees, on the signing and exchange of the present Treaty, to write letters, not only to Narayundoo, but to all the Zumindars in the Sirkars of Ellour, Mustaphanagur, Rajahmundry, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company, or their deputies, without raising any troubles or disturbances. The Nuwab Asif Jah further agrees, that he will not, in future, encourage or protect in raising troubles or disobedience, any Zumindars, renters, or servants of the English Company, or the Nuwab Wala Jah, who, on their parts, engage the same to His Highness Asif Jah.

ARTICLE V.

It has been the constant desire and endeavor of the English Company and the Nuwab Wala Jah to preserve their possessions in peace, and to live on terms

of friendship with the Soobah of the Deccan: they still desire to do the same, and though the operations of war have lately obliged the Company to send their troops towards Hyderabad, and to take possession of the Sirkars of Commamet and Worangole, yet, as a proof of their friendship for the Nuwab Asif Jah, &c. Soobah of the Deccan, on the signing and exchange of this Treaty, the Company's troops shall be recalled to the fort of Commamet, from whence they shall also retire into their own Sirkars, so soon as the Soobah, with his army, has crossed the Krishna, leaving the fort of Commamet to the Soobah's deputy; and as a further proof of the Company's sincere desire to preserve a friendship with the Soobah of the Deccan, they agree to bury in oblivion what is past, and to pay him annually, for the space of six years, to be computed from the 1st of January 1768 (or the 10th of the Moon Shaban, in the year of the Hijree 1181), the sum of two lacs of Arcot Rupees, at Madras or Muslipatam; that is to say, one lac on the 31st of March, and also one lac on the 31st of October, or two lacs every year; and one lac more at each of these periods, whenever the Sirkar of Condavir is put into the Company's possession. The Company moreover promise, that if they peaceably possess the Sirkars, during the aforesaid term of six years, and the Soobah gives them no trouble, they will pay annually, from the 1st of January 1774, the sum of five lacs, in two equal payments as before expressed, or of seven lacs, if Condavir be then in their possession; but in case the Soobah, or the Murathas, by his instigation, should invade the Sirkars or Carnatic, or they or any other power should conquer the Sirkars from the English Company, the payment of the said sums shall be suspended till peace and the Sirkars are restored to the Company.

Article VI.

It was stipulated in the former Treaty, made at Hyderabad, that the Company and the Soobah should mutually assist each other with their troops, when required, and their own affairs would permit; but it being apprehended at present that such an agreement may subject both parties to difficulties, and that misunderstandings may arise on that account, it is now agreed only that a mutual peace, confidence, and friendship shall subsist for ever between the English Company, His Highness Asif Jah, and the Nuwab Wala Jah; the enemies of either shall be regarded as the enemies of the other two powers, and the friends of either be treated as the friends of all; and in case any troubles should arise, or any enemies invade the countries under the Government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders. The Company and the Nuwab Wala Jah, willing, however, to show their voluntary attachment to the Soobah, will always be ready to send two Battalions of Sepoys and six pieces of Artillery, manned by Europeans, whenever the Soobah shall require them, and the situation of their affairs will allow of such a body of troops to march into the Deccan, provided the Soobah pays the expense during the time that the said troops are employed in his service.

Article VII.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favor and high esteem for the Nuwab Wala Jah, to give and grant to him, and to his eldest son, Moyin-ool-Moolk Oomdut-ool-Oomrah, and their heirs, for ever, the government of the Carnatic Payeen Ghaut, and the countries dependent thereon, by his Royal Firman, bearing date the 26th of August 1765 (or the 27th of the Moon Suffur, in the sixth year of the said Emperor's reign); and the Nuwab Asif Jah Nizam-ool-Moolk, &c. having also, out of his affection and regard for the said Nuwab Wala Jah, released him, his son, Moyin-ool-Moolk, &c. and their heirs, in succession for ever, from all dependence on the Deccan, and given him a full discharge of all demands past, present, and to come, on the said Carnatic Payeen Ghaut, by a Sunud, under his hand and seal, dated the 12th of November 1766, in consideration of the said Nuwab Wala Jah having paid the Soobah five lacs of Rupees, it is now agreed and acknowledged, by the said Asif Jah Nizam-ool-Moolk, that the said Nuwab Wala Jah, and after him his son Moyin-ool-Moolk, and their heirs in succession, shall enjoy for ever, as an Ultumgau, or free gift, the Government of the Carnatic Payeen Ghaut, in the fullest and amplest manner, the said Nuwab Asif Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payeen Ghaut, or in the Sirkars before and now ceded to the English Company, except the said Nuwab Wala Jah, or the said English Company, by the means of their President and Council of Madras; who, on their part, in conjunction with the said Nuwab Wala Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nuwab Asif Jah, his Dewan, and the securities whose names are hereunto subscribed.

Article VIII.

The Nuwab Asif Jah, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nuwab Wala Jah, and his eldest son, Moyin-ool-Moolk Oomdut-ool-Oomrah, several Sunuds, viz.

An Ultumgau Sunud for the whole of the Carnatic,

An Ultumgau Sunud for the whole of the Purguna of Imungundela, with the Gudda of Ghunpoora,

An Ultumgau Sunud for the whole of the villages of Cathasera, &c.,

An Ultumgau Sunud for the Killedary of the Fort of Calaur,

An Ultumgau Sunud for the whole of the District of Sonedaupe; and a full and ample Sunud, containing a discharge for all demands, past, present, and future, on account of the Carnatic, &c.,

It is hereby agreed that all and every one of these Sunuds shall be regarded equally binding with any other Article of the Treaty; and be as duly observed by the Nuwab Asif Jah, as if entered here at full length.

ARTICLE IX.

Hyder Naik having, for some years past, usurped the government of the Monsore country, and given great disturbances to his neighbours, by attacking and taking from many of them their possessions, and having also lately invaded and laid waste with fire and sword the possessions of the English Company and the Nuwab Wala Jah, in the Carnatic, it is certainly necessary for their peace, and for the general benefit of all the neighbouring powers, that the said Naik should be punished, and reduced so that he may not hereafter have the power to give any person farther trouble: to this end, the Nuwab Asif Jah hereby declares and makes known to all the world, that he regards the said Naik as a rebel and usurper, and as such, divests him of, and revokes from him, all Sunuds, honors, and distinctions conferred by himself, or any other Soobah of the Deccan, because the said Naik has deceived the Nuwab Asif Jah, broken his agreement, and rendered himself unworthy of all farther countenance and favors.

ARTICLE X.

That the English Company may hereafter carry on their trade peaceably on this Coast of Coromandel, and also on the Coast of Malabar, and that they, with the Nuwab Wala Jah, may hold the Carnatic, and their other possessions in peace, it appears necessary that the countries of Carnatic Balagaute, belonging to the Soobedary of Vijiapoor, now or lately possessed by Hyder Naik, should be under the management and protection of those who will do justice, and pay obedience to the high commands from Court. It is therefore agreed by the Nuwab Asif Jah, that he shall relinquish to the English Company all his right to the Dewany of the said Carnatic Balagaute, belonging to the Soobedary of Vijiapoor, and that the Company shall present an Urzee, or petition, to the Royal presence, to obtain from the Emperor Shah Alum a Firman, confirming and approving their right thereto. But that the Nuwab Asif Jah, as Soobah of the Deccan, may not lose his dignity, or the revenue arising from the said countries, the English Company agree to pay him annually, out of the Dewany collection, from the time they are in possession thereof, the sum of seven lacs of Arcot Rupees, including Durbar charges, being the sum annually paid heretofore, in two equal payments, at the space of six months from each other, provided the said Asif Jah, Soobah of the Deccan, assists the said Company and the Nuwab Wala Jah in punishing Hyder Naik, and neither receives from nor sends either Vukeels or letters to him.

ARTICLE XI.

As the English Company do not intend to deprive the Murathas of their Chouth, any more than the Soobah of his Peshkush, which used to be paid from the Carnatic Balagaute, belonging to the Soobedary of Vijiapoor, now or lately possessed by Hyder Naik, it is hereby agreed, and the Company willing-

ly promise, to pay the Murathas regularly and annually, without trouble, for the whole Chouth, as settled in former times, from the time the said countries shall be under the Company's protection as Dewan, provided, however, that the Murathas guarantee to the Company the peaceable possession of the said Dewanee: to this end, the Nuwab Asif Jah promises to use his best endeavors, jointly with the English and the Nuwab Wala Jah, to settle with the Murathas concerning the Chouth of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties, or the Murathas.

Article XII.

All the foregoing Articles are sincerely agreed to by the subscribing parties, who resolve faithfully to execute and abide by the same, so that a firm and lasting friendship may mutually subsist between them; and while such an alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nuwab Wala Jah will endeavour, on all occasions, to show their friendship and attachment to the Nuwab Asif Jah Nizam-ool-Moolk, as Soobah of the Deccan, and look on the support of that Government as the support of their own; in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above Articles, and every part of the foregoing Treaty, we, whose names are under written, have interchangeably subscribed to and sealed three instruments, of the same tenor and date, viz. the President and Council of Fort St. George, on the behalf of the English East India Company, at that place, this 26th day of February, in the year of the Christian Era 1768; the Nuwab Asif Jah, Soobah of the Deccan, at his Camp, near Pillere, on the 22nd day of the Moon Shuval, in the year of the Hijree 1181, and the Nuwab Wala Jah, for himself, at Fort St. George, the 7th day of the Moon Shuval, in the 1181st year of the Hijree.

The Company's Seal.

(Signed) Charles Bourchier.
„ Samuel Ardley.
„ John Call.
„ George Stratton.
„ George Dawson.
„ James Bourchier.
„ George Mackey.

N. B.—The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St. George, on behalf of the English East India Company; the great Nuwab, high in station, Asif Jah, Soobah of the Deccan; and the Nuwab Wala Jah, Soobah of Mahomedpoor, having duly considered and voluntarily entered into the above Articles, which they have respectively signed and sealed in our presence, we,

whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seals, that we will guarantee to the said English Company, and the Nuwab Wala Jah, the due and just observance of the above Treaty, on the part of the Nuwab Asif Jah.

I take God to witness, that of my own free will I am security.

The Seal of Rukun-ood-Dowlah.

I swear by Venkutesh and Bail Bahadoor, that of my own free will and consent I am security.

The Seal of Ramchundru Rajé.

I swear by Sactasha and Bail Bahadoor, that I am truly and sincerely security.

The Seal of Beer Bahadoor.

I swear by Venkutesh and Bail Bahadoor, that of my own free will and consent, I, Dhundeoram, Vukeel to Mahadeorao Pundit Prudhan, am security on the part of the said Mahadeorao.

The Seal of Dhundeoram.

N. B.—The foregoing Guarantee Agreement was signed and executed by the guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nuwab; and to the part delivered to Nizam Aly Khan the following guarantee or agreement was fixed, viz.

The above contracting parties, to wit, the great Nuwab, high in station, Asif Jah, Soobah of the Deccan; the Nuwab Wala Jah, of Mahomedpoor; and the President and Council of Fort St. George, on behalf of the English East India Company, having duly considered and voluntarily entered into the above Articles, which the said President in Council, on behalf of the said English East India Company, have signed and sealed in my presence, I, the said Nuwab Wala Jah, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nuwab Asif Jah, the due and just observance of the above Treaty, on the part of the said English East India Company.

The Nuwab's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East India Company, do solemnly promise and engage, under our hands, that we will guarantee to the said Nuwab Asif Jah, the due and just observance of the above Treaty, on the part of the said Nuwab Wala Jah.

(Signed) CHARLES BOURCHIER.
„ SAMUEL ARDLEY.
„ JOHN CALL.
„ GEORGE STRATTON.
„ GEORGE DAWSON.
„ JAMES BOURCHIER.
„ GEORGE MACKEY.

Translation of a Sunud, under the Soobah's Seal, dated the 22nd of the Moon Shuval, Hijree 1181, *(equal to the* 12*th of March* 1768, A. D.)

Be it known to the Deshmookhs, Deshpandias, Mokuddums, Husbandmen, &c., Inhabitants of the Rajahmundry, Ellour, Mustephanagur, Murtezanagur, and Siccacole Sirkars, belonging to the Soobahship of Furkhoondé Booniyad Hyderabad, that agreeable to the Firman of Shah Alum Padshah Gazee, to the English East India Company, and my regard and friendship to them (the said English East India Company), I have again conferred upon them, by way of Inam, for ever and ever, all and several of the above Sirkars, whole and entire, together with the Fort and Jageer of Condapilla, in consequence of a Treaty of friendship and alliance which has lately been concluded between me, the said Company, and Umeer-ool-Hind Wala Jah Bahadoor, and which was executed on the part of the said Company by the Governor in Council of Madras, and on the part of Umeer-ool-Hind Wala Jah Bahadoor by himself, in the aforesaid place of Madras, the 7th of the Moon Shuval, Hijree 1181 (equal to the 26th of February 1768); and by me, now in the encampment of my victorious army, near Pillere, this 22nd day of the Moon Shuval, Hijree 1181; you, therefore, the whole of the said Deshmookhs, Deshpandias, Mokuddums, &c. look upon the said English East India Company as your masters, and be in every respect obedient to them, exerting yourselves in the payment to them of the proper revenues of the said Sirkars, at the fixed and stated times.

Look upon this as a positive and absolute order, and obey it accordingly.

Dated as above.

On the back of the Sunud are the attestations of the Mootusuddees of the offices of Hoozoor, Mustouphy, and Dewan, and copies thereof have been registered in their books.

Translation of a Sunud, under the Soobah's Seal, dated the 22nd of the Moon Shuval, Hijree 1181, *(equal to the* 12*th of March* 1768, A. D.)

In these times the Dewany of the Carnatic Balaghaut country, belonging to the Soobahship of Darool Zuphur Vijiapoor, before or now possessed by Hyder Naik, with the whole of my right and title thereto, has been conferred upon the English East India Company, they, the said English East India Company, engaging, after being in possession thereof, to pay annually into my treasury (Durbar charges included) the sum of seven lacs of Rupees, Nuzur or Peshkush; you, therefore, the Zumindars, both high and low, of the said Carnatic Balaghaut country belonging to the said Soobahship, live in due obedience to the said Company, paying them the proper revenues thereof, at the fixed and stated times. And whereas Hyder Naik is a rebel and usurper, I have therefore deprived him of all his honors and dignities; you are by no means, therefore, to pay any attention to his Deputies or Vukeels, but are to stop all correspondence, either with him or them.

Look upon this as a positive and strict order.

Dated as above.

On the back of the Sunud, the Petition from the Mootusuddees, supposed to be presented, is inserted; and the Mootusuddees of the several offices of Hoozoor, Dewan, and Mustouphy have attested that copies thereof have been registered in their books.

Translation of a Sunud, under the Soobah's Seal, dated the 21*st of the Moon Shuval, Hijree* 1181, *(equal to the* 11*th March* 1768, A. D.)

In these times, agreeable to the high Firman of Shah Alum, Padshah Gazee, the Dewany, Bukhshigeery, and Meer Autushy, of the Carnatic Payeen Ghaut and Balaghaut countries, from the banks of the river Krishna, towards Pulnaur, to the boundaries of Bombay (including the Malabar Country), together with the whole of the Forts, Jageerdars, Zumindars, Polegars, Killedars, Inamdars, Rozeendars, &c. belonging thereto, have been conferred, by way of Inam Ultumgau, whole and entire, without the participation of any one, upon Oomdut-ool-Oomrah Moin-ool-Moolk Usud-ood-Dowlah, Hoosen Aly Khan Bahadoor Zoolfekar Jung; you, therefore, our sons, brothers, Officers, and Mootusuddees, of the Nizamship of the Deccan, and Mootukuphils of our affairs, both new and old, at present and to come, agreeable to the above Firman and this Sunud, exert yourselves in the strengthening of this business, for ever and ever, delivering up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and

discharged from the whole of the demands of the Dewany, &c.; give him no trouble or molestation whatever, either for the Soobedary or Foujdary Peshkush, or any other charges or expenses.

Look upon this as an order, and by no means act in any thing contrary to what is herein expressed, nor require a new Sunud every year.

Translation of a Sunud, under the Seal of the Soobah, dated the 21*st of the Moon Shuval, Hijree* 1181, *(equal to the* 11*th of March* 1768, A. D.)

Be it known to the Deshmookhs, Deshpandias, Husbandmen, and Inhabitants of the District of Sundacope, belonging to the Soobahship of Vijiapoor, that the said District, agreeable to what is desired in the Zumir, or back of the Sunud, has been assigned over as an Ultumgau, to Sufee-ool-Moolk Unwur-ood-Dowlah Mahomed Unwur Khan Bahadoor Hoosen Jung; you will, therefore, live in true and just obedience to the Umuldar of the said Sufee-ool-Moolk, and pay the proper revenues at the fixed and stated times.

Look upon this as an order, and act agreeable thereto.

Translation of the Zumir, containing a Petition, which is supposed to be presented by the Mootusuddees, and to have been signed by the Soobah, signifying his consent thereto.

The form of the Petition runs thus: The Vukeel of Wala Jah Umeer-ool-Hind begs that the District of Sundacope, whole and entire, may be conferred upon Sufee-ool-Moolk Unwur-ood-Dowlah Mahomed Unwur Khan Bahadoor Hoosen Jung, by way of Ultumgau, and that a Sunud for the same may be made out, and signed by your Highness; respecting this we wait your orders.

The Sunud for the Purguna of Inumgundala (belonging to the Sirkar of Chumpoora) to Hoosen-ool-Moolk Emaud-ood-Dowlah Mahomed Abdoolla Khan Bahadoor Hoojubru Jung, runs the same as the former Sunud, excepting the term "whole" being inserted therein; the date, therefore, is likewise the same as the other.

Translation of a Sunud, under the Soobah's Seal, dated the 21*st of the Moon Shuval, Hijree* 1181, *(equal to the* 11*th March* 1768, A. D.)

Be it known to the Deshmookhs, Deshpandias, Husbandmen, and Inhabitants of the Purguna of Hewalee, Hyderabad, &c. Sirkar of Mahomednuggur, of the

Soobahship of Hyderabad, that the village of Cutkasera, belonging to the above Purguna, in the manner as is expressed on the back of this Sunud, has been assigned over, by way of Ultumgau, to Umeer-ool-Hind Wala Jah, in order to defray the expenses of his father's tomb; you will, therefore, live in perfect and true obedience to the Umuldar of the said Wala Jah, paying the proper revenues at the fixed and stated times.

Look upon this as an order, and obey it accordingly.

In the Zumir, at the back of the Sunud, containing the supposed Petition, the Village of Cutkasera, &c. is mentioned.

Translation of a Discharge, under the Soobah's Seal, dated the 21st of the Moon Shuval, Hijree 1181, *(equal to the 11th of March* 1768, A. D.)

To the high in rank and station, our dear Brother Wala Jah Umeer-ool Hind. From the time that your father, Unvurood-deen Khan Bahadoor, the martyr, held from the family of Ausuphea the Soobahship of the Carnatic, and the Siccacole, Rajahmundry, &c. Sirkars (belonging to the Soobahship of Furkhoondé Booniyad Hyderabad), to the time of his martyrdom, and from thence, during your time, till the present instant, and the date of this discharge, all accounts and demands of the Sirkar have been settled and forgiven, every pice and every cash; and there remains now, under no pretence whatever, either to myself, my children, or brothers, as well for past, present, or future, any demands either upon you, your children, or heirs, on account of the Soobedary or Foujdary Peshkush, or the Dewany, Bukhshigeery, Meer Autushy, &c. charges; in proof of which I have written this paper by way of discharge, that it may hereafter appear.

Translation of a Sunud, under the Soobah's Seal, dated the 21st of the Moon Shuval, Hijree 1181, *(equal to the 11th of March* 1768, A. D.)

In these times the Killedarship of the Fort of Chunpoora (belonging to the Sirkar of that name, and dependent upon the Soobahship of Hyderabad), together with the Jageer annexed thereto, and the troops belonging thereto, exempt from all Chouth, agreeable to what is mentioned in the Zumir, or back of this Sunud, has been given and conferred by way of Ultumgau to Nuseer-ool-Moolk Intezam-ood-Dowlah Mahomed Sulabut Khan Bahadoor Nuseer Jung, that he, the said Nuseer-ool-Moolk, may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating the troops according to the established custom; you, therefore, the

Zumindars and Deshmookhs, esteeming the said Nuseer-ool-Moolk as invested with absolute powers in the Killedarship, pay him the proper revenues at the fixed and stated times, and look upon him as entitled to the usual perquisites and advantages of the said Fort.

Esteem this as an order, and obey it accordingly. On the back of the Sunud is the Petition, reciting the contents of the Sunud.

The Sunud of the Killedarship of the Fort of Colaur (belonging to the Soobahship of Vijiapoor) to Mudar-ool-Moolk Roshun-oo-Dowlah Hafiz Mahomed Moonowur Khan Bahadoor, Bahadoor Jung, runs the same as that for the Fort of Chunpoora (excepting that the whole of the Jageer is mentioned in this); the date is also the same as the other.

The whole of the Sunuds are endorsed by the Mootusuddees of the Dewanny Mustouphy and Hoozoor offices, and copies of all have been registered in their books.

Treaty of Alliance with BUSALUT JUNG, *dated the 27th April* 1779.

Heads of a Treaty of friendship and alliance between the Nuwab UMEER-OOL-OOMRAH SHOOJAH-OOL-MOOLK BAHADOOR, *and the Governor and Select Committee of Fort St. George, in behalf of the English East India Company,* 1779.

ARTICLE I.

The English Company agree to rent from the Nuwab Shoojah-ool-Moolk Bahadoor, the Sirkar of Moortezanugur, commonly called Guntoor, clear of Sebundy, for whatever he now annually receives from it, as will appear by the accounts of collections of the Amil now residing there.

ARTICLE II.

We, the English Company, shall always have at heart the good and prosperity of the Nuwab Shoojah-ool-Moolk. He shall dismiss from his service the French soldiers now with him: we will send him what troops he may want, (the quota to be settled hereafter,) who will remain with him constantly, and obey his instructions. They are, however, only to be employed within the Districts belonging to him, or for the defence of his country in case of an attack from a foreign enemy; but these troops are on no account to be carried out of his country, or those of the Zumindars dependent upon him. If his affairs should at any time require his going to visit his brother, the Nuwab Nizam-ood-Dowlah Bahadoor, their troops shall attend, and be always with him.

ARTICLE III.

The expenses of their troops shall be regulated by the Company's custom; and the accounts, having been signed by the Nuwab, shall be paid monthly from

the rent of the Guntoor Sirkar. The remainder of the rent shall be regularly remitted in Sahookar bills to the Nuwab. In case of any improper behaviour or disrespect shown by the Commanding Officer, or any other European Officer of our troops, upon representation being made to us by the Nuwab, we shall remove such Officer, and appoint another in his room.

ARTICLE IV.

If the Nuwab Shoojah-ool-Moolk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can spare to his assistance. The ordinary and extraordinary expenses of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nuwab, who will sign the accounts. If any disputes arise between our soldiers and sepoys and the Ryuts and servants of the Nuwab, punishment shall be inflicted by our Officers on our men, agreeable to the English laws and customs.

The English Officers and their people shall not interfere with the servants and Ryuts of the Nuwab, and shall not protect or countenance them in any shape. In case of any dispute, where the Nuwab's people appear to be in the wrong, they shall be delivered up to him for punishment.

ARTICLE V.

The customary allowances of the Zumindars of the Guntoor Sirkar, amounting annually to five thousand Pagodas, shall continue as before. The Fort and Jageer villages of Coudavir shall remain under the management of the servants of the Nuwab; but a garrison of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the Killedar.

ARTICLE VI.

If the Company shall demand a body of Horse from the Nuwab, he shall let them have a number, according to his abilities, and the said Cavalry shall be returned to him, and their expenses paid, as soon as the service for which they shall be required is finished.

These Articles we promise, in general, to fulfil on our part, until a more full and explicit Treaty can be drawn out, which shall be drawn out as soon as possible.

Witness our hands, and the Seal of the Company, in Fort St. George, the 27th day of April 1779.

SUNUD FROM BUSALUT JUNG.

Umeer-ool-Oomrah,
Shoojah-ool-Moolk,
Emaud-ood-Dowlah,
Meer Mahomed Shurifkhan
Bahadoor
Busalut Jung,
the devoted servant of his
Glorious Majesty,
Shah Alum
Bahadoor.

To all Deshmookhs, Zumindars, Deshpandias, and Tenants of the Sirkar of Moortezanugur, commonly called Guntoor, be it written:

The aforesaid Sirkar has at this time been given to the glory of Merchants, the English Company, at a certain rent, commencing from the beginning of the year of Fuslee 1188.

You are, therefore, to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Sirkar (Government). After this, a fresh Sunud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed.

Dated 12th Mohurrum, in the 1193rd year of the Hijree.

Translation of the Nizam's Order to SUIF JUNG *for the surrender of the Guntoor Sirkar to the Company, delivered to Captain* KENNAWAY, *the Resident at the Nizam's Durbar, the 18th September* 1788.

At this time, Captain Kennaway being come to the presence, on the part of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company; you are therefore, immediately on receipt of this order, to deliver up the Sirkar in question to the servants of the Company, without opposition; and with your Juma Wasil Bakee account, your own effects, and whatever is with you belonging to Government, repair to the presence.

A true translation of what was delivered to Captain Kennaway, as a copy of the sealed order sent to him for Suif Jung.

(Signed) N. E. EDMONSTONE,
Assistant to the Department.

Copy of a Letter from EARL CORNWALLIS *to the Nizam, deemed equal to a Treaty, written 7th July* 1789.

Your Highness' letter, containing strong expressions of friendship, was presented to me by Meer Abool Kasim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters entrusted to the verbal communication of Meer Abool Kasim; and the sincere and friendly sentiments which I have discovered your Highness to be impressed with towards me, have induced me to show the confidence I place in your Highness' declaration by candid and explicit conversations with Meer Abool Kasim, on subjects of the highest importance; and as they all of them have a tendency to strengthen and increase our friendship, I shall communicate without reserve to your Highness what has occurred to me relative to them.

It was with no small concern I found, on my arrival in charge of the control of all the Company's affairs, that one of the eventual and most essential points of the Treaty of friendship and alliance made in 1768,* between your Highness and the Company, remained unexecuted on both sides, viz. the surrender of the Guntoor Sirkar to the Company, and the regular discharge of your Highness' demand for the Peshkush from the Company. Anxious, notwithstanding, that by urging the due performance of this Article I should not intrude on your Highness, while engaged in pursuits of importance, I postponed all negociations on the subject until I was convinced that your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this Article of the Treaty, and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the Peshkush for the Northern Sirkar; I then deputed Captain Kennaway to your Highness's Court, with instructions to make the demand of the Guntoor Sirkar, by virtue of the Treaty of 1768, to assure your Highness of my firm intention to discharge the balances, upon fair statement, due to your Highness on account of the Peshkush, and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at your Highness' immediate compliance to deliver up the Guntoor Sirkar to the Company, and have assured your Highness of my firm intention to persevere in a strict system of faith to engagements; and now, with such a proof of the sincerity of your Highness' friendship and good faith, I have, from a desire to testify to your Highness that I am impressed with similar sentiments, entered into a full discussion of every Article with Meer Abool Kasim, in order that such parts of it as are undefined, and bear an obscure and doubtful meaning, may be so explained, as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship which now subsists between us.

* Vide pages 368 to 376.

In adopting this rule of conduct, I do no more than fulfil the intention of the King of England and the British nation, who, by the system lately established for the government of this country, had in view the important end of giving efficacy to the existing Treaties between the English and the powers of Hindoostan, and of securing a due performance thereof in future. This communication, I am persuaded, will fully satisfy your Highness of the propriety of my declining the proposal of Meer Abool Kasim for entering into a new security for the discharge of the Peshkush, by mortgaging a portion of the Sirkars, considering, as I do, the faith of the English nation pledged for the due payment of it.

In proof of the sincerity of my intentions, that the Treaty should be carried into full effect, I agree that in the sixth Article of the Treaty, the words "whenever the situation of affairs will allow of such a body of troops to march into the Deccan," shall be understood to mean that the force engaged for by this Article, viz. two battalions of Sepoys, and six pieces of cannon, manned by Europeans, shall be granted whenever your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, viz. Pundit Prudhan Peshwa, Raghojee Bhonsla, Mahadjee Sindia, and the other Muratha Chiefs, the Nuwab of Arcot, and the Nuwab Vizier, Rajas of Tanjore and Travancore; that the battalions at present not defined in number shall not consist of less than eight hundred men each; that the six field pieces shall be manned with the number of Europeans which is usual in the time of war; that the expense to be charged to your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force, when employed on service in the field, and that this expense be as per separate account; that this detachment shall march within two months, or sooner, if possible, after it is demanded, and your Highness shall be charged with the expense of it from the day it enters your Highness' territories, until it quits them on its return to the Company's; with the addition of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur, to put such a force in a state fit for service.

I have so fully discussed the Articles of the Treaty that relate to the Nuwab of Arcot and the Carnatic, on the representation of Meer Abool Kasim, that a mere reference to the Articles themselves will inform your Highness of the full force of my arguments: and although the long existing friendship between the Nuwab and the Company might be urged as farther ground for declining the proposal of Meer Abool Kasim, his right to the possession of the Carnatic Payeen Ghaut is fully established and admitted by the seventh and eighth Articles, and papers appertaining to them; there can therefore be no necessity for troubling your Highness with other reasons.

In regard to the Articles relative to the Dewany of the Carnatic Balaghaut, your Highness must be well convinced that circumstances have totally prevented the execution of these Articles, and the Company are in the full enjoyment of peace with all the world; but should it hereafter happen, that the Company

should obtain possession of the country mentioned in these Articles, with your Highness' assistance, they will strictly perform the stipulations in favor of your Highness and the Murathas. Your Highness must be well assured, that while Treaties of peace and friendship exist with any Chief, negociations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavorable to the reputation of your Highness and to the character of the Company, since the only grounds on which such negociations could be carried on, rest on a Treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circumstances as carry with them impediment and hindrance to good order and government, without bearing the smallest advantage to either side, should be so changed as to produce the good effects expected from Treaties, and as the affairs of both parties might suffer great injury from being excluded from corresponding with the other Powers of the Deccan, I agree that in future, either party, without a breach of Treaty, shall be at liberty to receive or send Vukeels to correspond with any Powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condition that the object of such intercourse or correspondence be not hostile to either of the Governments.

I have in many instances, as well through Captain Kennaway as to Meer Abool Kasim, and in the first part of this letter, declared my firm intention to execute the Treaty of 1768, and to live in perpetual amity and friendship with your Highness; and your Highness will be convinced, from the explanations I have given to those Articles in the Treaty, of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter, on grounds fair and liberal; but it is necessary, in consideration of the subjects of conversation with Meer Abool Kasim, that I should point out to your Highness, that unless just cause should be given for entering into new Treaties, the laws of my country, the injunctions of the King and Company of England, as well as the faith and honor of the English, prohibit me from entering into any negociation to make new Treaties; and I have confined my conferences with Meer Abool Kasim to the explanation of that made in 1768, with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abool Kasim that in any shape tend to alter the spirit of that Treaty. A farther argument to impress your Highness with the propriety of this determination, is the sanction and support of His Majesty and the Company of England to those measures that coincide with their instructions. I have mentioned this circumstance merely to assure your Highness of the strength of my assertions, and the value of my engagements, in regard to the Guntoor Sirkar and the other Articles of the Treaty; and I trust that this clear explanation of the ambiguous Articles of

the Treaty will render it effectual, and will afford your Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not agreed to enter into a new Treaty with your Highness through Meer Abool Kasim, for the reasons above assigned, yet your Highness, in consideration of the authority vested in me by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several Articles in the Treaty of 1768, strong and efficient upon the English Governments in India, equally so as a Treaty in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments, I beg leave to refer your Highness to Meer Abool Kasim, whom I have considered, during this negociation, as faithfully attached to your Highness, fully acquainted with your Highness' interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two Governments. I have, accordingly, communicated to him without reserve all that has occurred to me on the subject of the elucidation of the Treaty of 1768, in the same manner as if your Highness were present; nevertheless, as your Highness' concurrence and approbation are necessary to give a final sanction to the Articles discussed, I have thought proper to mention them in this letter. For the rest, your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

Extract from the Journals of the House of Commons, 15° Martii, 1792.

Resolved, that it appears that Earl Cornwallis's letter, dated the 7th July 1789, to the Nizam, was meant to have, and has had, the full force of a Treaty executed in due form.

Treaty of Offensive and Defensive Alliance, concluded on the 4th July 1790 by the Hon'ble East India Company with the Nizam and the Peshwa.

Treaty of Offensive and Defensive Alliance between the Honorable United English East India Company, the Nuwab Asif Jah Bahadoor, Soobedar of the Deccan, and the Peshwa Suvaee Mahdow Rao Narayun Pundit Prudhan Bahadoor, against Futteh Aly Khan, known by the denomination of Tippoo Sultan, settled by Captain JOHN KENNAWAY, *on the part of the said Honorable Company, with the said* NUWAB ASIF JAH, *by virtue of the powers delegated to him by the Right Honorable Charles, Earl Cornwallis, K. G., Governor General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company, to direct and control all their affairs in the East Indies.*

ARTICLE I.

The friendship subsisting between the three States, agreeable to former Treaties, shall be increased by this, and between the Honorable Company and His Highness the Nizam. The three former Treaties, concluded with the late Sulabut Jung, through Colonel Ford, in the year 1759,* with the Nizam, through General Calliaud, in the year 1766,* and the Treaty of 1768* with the Madras Government, together with Lord Cornwallis's letter of the 7th July, 1789,* which is equivalent to a fourth Treaty, remain in full force, except such Articles of them as may, by the present Treaty, be otherwise agreed to; and perpetual friendship shall subsist between both parties and their heirs and successors, agreeably thereto.

ARTICLE II.

Tippoo Sultan having engagements with the three contracting Powers, has, notwithstanding, acted with infidelity to them all, for which reason they have united in a league, that to the most of their power they may punish him, and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE III.

This undertaking being resolved on, it is agreed that on Captain Kennaway's annunciation to the Nuwab Asif Jah, of the actual commencement of hostilities between the Honorable Company's force and the said Tippoo, and on Mr. Malet's announcing the same to Pundit Prudhan, the forces of the said Nuwab Asif Jah and Pundit Prudhan, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains, and after that season the said Nuwab and Pundit Prudhan will seriously and rigorously prosecute the war with a potent army, well appointed and equipped, with the requisite warlike apparatus.

ARTICLE IV.

If the Right Hon'ble the Governor General should require a body of Cavalry to join the English forces, the Nuwab Asif Jah and Pundit Prudhan shall furnish to the number of 10,000, to march, in one month from the time of their being demanded, by the shortest and safest route, with all expedition, to the place of their destination, to act with the Company's forces; but should any service occur practicable only by Cavalry, they shall execute it, nor cavil on the clause of "to act with the Company's forces." The pay of the said Cavalry to be defrayed monthly by the Hon'ble Company, at the rate and on the conditions hereafter to be settled.

ARTICLE V.

If, in the prosecution of the war by the three Allies, the enemy should gain

* Vide pages 362, 363, 368, and 383.

a superiority over either, the others shall, to the utmost of their power, exert themselves to relieve the said party, and distress the enemy.

ARTICLE VI.

The three contracting Powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisition of territory, forts, and whatever each Sirkar or Government may become possessed of from the time of each party commencing hostilities; but should the Honorable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, &c., due attention shall be paid to the wishes and convenience of the parties relatively to their respective frontiers.

ARTICLE VII.

The under-written Polegars and Zumindars, being dependent on the Nuwab Asif Jah, and Pundit Prudhan, it is agreed that on their territories, forts, &c. falling into the hands of any of the allies, they shall be re-established therein, and the Nuzurana that shall be fixed on that occasion shall be equally divided amongst the allies. But in future, the Nuwab Asif Jah and Pundit Prudhan shall collect from them the usual Peshkush and Khundnee which have been heretofore annually collected; and should the said Polegars and Zumindars act unfaithfully towards the Nuwab or Pundit Prudhan, or prove refractory in the discharge of their Peshkush and Khundnee, the said Nuwab and Pundit Prudhan are to be at liberty to treat them as may be judged proper. The Chief of Savanoor is to be subject to service with both the Nuwab and Pundit Prudhan, and should he fail in the usual conditions thereof, the Nuwab, and Pundit Prudhan will act as they think proper.

List of the Polegars and Zumindars.

Chittledroog.
Anagoondy.
Henponelly.
Billaree.
Roydroog.
Heychungoondeh.
Cunnagheery.
Kitoor.
Havanoor.
The district of Abdool Hakim Khan, the Chief of Savanoor.

ARTICLE VIII.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a Vukeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with circumstances, and the stipulations of this Treaty.

ARTICLE IX.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence; and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections; nor shall either of the parties enter into any separate negociations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others.

ARTICLE X.

If, after the conclusion of peace with Tippoo, he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting powers.

ARTICLE XI.

This Treaty, consisting of eleven Articles, being this day settled and concluded by Captain John Kennaway with His Highness the Nuwab, Captain Kennaway has delivered to His Highness the Nuwab one copy of the same in English and Persian, signed and sealed by himself, and the Nuwab has delivered to Captain Kennaway another copy in Persian, executed by himself; and Captain Kennaway has engaged to procure and deliver to the Nuwab, in sixty-five days, a ratified copy from the Governor General, on the delivery of which, the Treaty executed by Captain Kennaway shall be returned.

Signed, sealed, and exchanged at Paungul, on the 20th of Shwal 1204, *Hijree, (or 4th July* 1790, E. S.)

Ratified by the Governor General in Council, the 29th day of July 1790.

(Signed) CORNWALLIS.
" CHARLES STUART.
" PETER SPEKE.

Honorable Company's Seal.

(Signed) E. HAY,
Secretary to Government.

Treaty with the Nizam, (with two separate Articles,) concluded on the 1st September 1798.

An enlarged perpetual Subsidiary Treaty, between the Honorable United English East India Company and His Highness the Nuwab NIZAM-OOL-MOOLK

Asif Jah Bahadoor, Soobedar of the Deccan, his children, heirs and successors, settled by Captain James Achilles Kirkpatrick, by virtue of the powers delegated to him by the Right Honorable Richard, Earl of Mornington, Knight of the most Illustrious Order of St. Patrick, one of his Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable Court of Directors of the said Honorable Company, to direct and control all their affairs in the East Indies.

Whereas His Highness, Nizam-ool-Moolk Asif Jah Bahadoor, has, from the greatness of existing friendship, expressed a desire for an increase of the detachment of the Honorable Company's troops at present serving His Highness, the Right Honorable the Earl of Mornington, Governor General, has taken the proposals to that effect into his most serious consideration; and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultan, (as fully evinced by his sending ambassadors to the Isle of France, by his proposing to enter into a Treaty, offensive and defensive, with the French Republic, against the English nation, and by actually receiving a body of French troops into his dominions and immediate pay,) rendering it indispensably necessary that effectual measures for the mutual defence of their respective possessions should be immediately taken by the three allied Powers, united in a defensive league against the aforesaid Tippoo Sultan, the aforesaid Governor General has, in consequence, empowered Captain James Achilles Kirkpatrick, acting Resident at the Court of His Highness the Nizam, to enter, in behalf of the Honorable United English East India Company, into certain engagements with His Highness Nizam-ool-Moolk Asif Jah Bahadoor, for a permanent increase of the Honorable Company's troops in His Highness' pay, in the proportion and on the conditions specified in the following Articles, which must be understood to be of full validity, when this Treaty shall be returned, signed and sealed by the Governor General.

Article I.

Such parts of the letter* from Earl Cornwallis to His Highness the Nizam, dated the 7th July, 1789, (and which has always been considered in the light of a Treaty,) as relate to the stationing of troops with His Highness, are to be considered as in full force; that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peshwa shall hereafter consent to any alterations in those conditions, and His Highness likewise approve of the same.

Article II.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to reliefs, either partial or entire, as often, and in such manner

* Vide pages 383 to 386.

as the Company's Government may require; provided, withal, that no diminution takes place by such means in the stipulated number to be stationed with His Highness.

ARTICLE III.

The proposed reinforcement of subsidiary troops shall be in the pay of this State, from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force, which, including the present detachment, is to amount to six thousand Sepoys, with firelocks, with a due proportion of field pieces, manned by Europeans; and as, at the monthly rate of two lacs, one thousand, four hundred, and twenty-five Rupees, the yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillerymen, and other necessary appurtenances, is twenty-four lacs, seventeen thousand, one hundred Rupees, the said sum shall be completely discharged in the course of the year, by four equal instalments; that is, at the expiration of every three English months the sum of Rupees 6,04,275, in silver of full currency, will be issued, without hesitation or demur, from His Highness' treasury; and should the aforesaid instalments happen to fall at any time the least in arrears, such arrears shall be deducted, notwithstanding any objections thereto, from the current Kist of Peshkush payable to His Highness on account of the Northern Sirkars. Should it at any time so happen, moreover, that delay were to occur in the issue of the instalments aforesaid, at the stated periods, in such case assignments shall be granted on the collections of certain Districts in the State, the real and actual revenue of which shall be adequate to the discharge of the yearly subsidy of the aforesaid force.

ARTICLE IV.

The Duties on grain and on all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted, agreeably to the practice that obtained with the former Detachment. A place, likewise, shall be fixed on as the Head-quarters of the said force, where it shall always remain, except when services of importance are required to be performed; and whenever either the whole or part of the said force is to be employed in the business of the State, a person of respectability, and who is a servant of this Sirkar, shall be appointed to attend it. The Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a manner suitable to the greatness and dignity of both States.

ARTICLE V.

The said subsidiary force will, at all times, be ready to execute services of importance; such as the protection of the person of His Highness, his heirs and successors, from race to race, and the overawing and chastising all rebels or exciters of disturbance in the dominions of this State; but it is not to be

employed on trifling occasions; nor, like Sebundy, to be stationed in the country to collect the revenues thereof.

ARTICLE VI.

Immediately upon the arrival of the aforesaid subsidiary force at Hyderabad, the whole of the Officers and Serjeants of the French party are to be dismissed, and the troops composing it so dispersed and disorganized, that no trace of the former establishment shall remain. And His Highness hereby engages, for himself, his heirs and successors, that no Frenchman whatever shall ever hereafter be entertained in his own service, or in that of any of his Chiefs or dependents, nor be suffered to remain in any part of His Highness' dominions; nor shall any Europeans whatever be admitted into the service of this State, nor be permitted to remain within its territories, without the knowledge and consent of the Company's Government.

ARTICLE VII.

The whole of the European and Sepoy deserters from the Company's service that may be in the French or any other party of troops belonging to this State, are to be seized, and delivered up to the British Resident, and no persons of the above description are to be allowed refuge in future in His Highness' territories, but are, on the contrary, to be seized, without delay, and delivered up to the British Resident: neither shall any refuge be allowed in the Company's territories to Sepoy deserters from the service of his Highness, who shall in like manner be seized, and delivered up without delay.

ARTICLE VIII.

Whereas His Highness the Nizam, from considerations of prudence and foresight, and with a view of avoiding manifold evils, has determined on dismissing the French from his service, and on dispersing and disorganizing the troops commanded by them, as specified in the sixth Article, and on entertaining a perpetual standing force of the Honorable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to His Highness the Nizam, mentioned in the first Article, it is therefore hereby agreed, that with a view to the mutual benefit of His Highness and the Peshwa, and the happiness of their respective subjects, that the Company's Government will use their best endeavors to have inserted, with the consent and approbation of both, in the new Treaty in contemplation between the three allied Powers, such a clause as shall set each at ease, with regard to the other. Should the Peshwa, however, not accede to a proposal so highly advantageous and profitable to both Governments, and differences hereafter arise between the two States, namely, that of the Nuwab Asif Jah Bahadoor, and of the Rao Pundit Prudhan, in such case the Company's Government hereby engage, that, interposing their mediation in a way suitable to rectitude, friendship, and union, they

will apply themselves to the adjustment thereof, conformable to propriety, truth, and justice. The Nuwab Asif Jah Bahadoor accordingly hereby engages never to commit, on his part, any excess or aggression against the Sirkar of Rao Pundit Prudhan; and in the event of such differences arising, whatever adjustment of them the Company's Government, weighing things in the scale of truth and justice, may determine upon, shall, without hesitation or objection, meet with full approbation and acquiescence.

ARTICLE IX.

All former Treaties between the Honorable East India Company and the Governments of the Nuwab Asif Jah and the Peshwa, remain in full force. Should, hereafter, the Rao Pundit Prudhan express a desire to enter into subsidiary engagements similar to the present with the Honorable Company, the Nuwab Asif Jah will most readily give his concurrence.

ARTICLE X.

This enlarged subsidiary Treaty, consisting of ten Articles, being this day settled by Captain James Achilles Kirkpatrick with the Nuwab Asif Jah Bahadoor, Captain Kirkpatrick has delivered one copy thereof, in English and Persian, signed and sealed by himself, to the Nuwab, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself; and Captain Kirkpatrick hereby engages to procure and deliver to His Highness, in the space of 50 days, a ratified copy from the Governor General, in every respect the counterpart of the one executed by himself; and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed by Captain Kirkpatrick shall be returned. In the meanwhile, no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and exchanged at Hyderabad, the 1*st September* 1798 *(or* 19*th Rubee-ool-Awul, Anno Hijree* 1213).

(Signed) J. A. KIRKPATRICK,
Acting Resident.

Separate Articles appertaining to the foregoing Treaty.

(1*st.*)—*Separate Article appertaining to the Perpetual Subsidiary Treaty, concluded between the Honorable English East India Company and His Highness the Nuwab Asif Jah Bahadoor, on the* 1*st of September, Anno Domini* 1798 *(or* 19*th Rubee-ool-Awul, Anno Hijree* 1213).

Whereas, in conformity to a wish expressed by His Highness Nizam Ali Khan, the stipulation in the sixth Article of the Subsidiary Treaty, respecting the

delivering up of the French, is agreed to be made a separate one, His Highness hereby engages, that after the arrival of the Company's troops at Hyderabad, the whole of the French Officers and Soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a habitation belonging to this Sirkar, but in the custody of the Company's troops; and upon the re-organization of the party lately under the command of the aforesaid French Officers, they, the said French Officers and Soldiers, shall, within the space of two months, be delivered up to the British Resident. Strict orders shall, moreover, be issued to all Talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hyderabad, where they shall instantly be delivered up to the British Resident on the above condition. It is hereby agreed, that the Frenchmen thus delivered up shall not be considered as common prisoners of war, nor be in any respect maltreated. They shall be conveyed at the Company's expense, and with as little restraint as possible, to England, and from thence be sent by the first favorable opportunity to France, without being detained for a cartel or exchange of prisoners.

Signed, sealed, and exchanged, at Hyderabad, the 1st September, A. D. 1798 *(or 19th Rubee-ool-Awul, Anno Hijree* 1213).

(Signed) J. A. KIRKPATRICK,
Acting Resident.

(2nd.)—*Separate Article appertaining to the perpetual Subsidiary Treaty concluded between the Honorable English East India Company and His Highness the Nuwab Asif Jah Bahadoor, on the 1st September, Anno Domini* 1798 *(or 19th Rubee-ool-Awul, Anno Hijree* 1213).

No correspondence on affairs of importance shall, in future, on any account, be carried on with the Sirkar of Rao Pundit Prudhan, or with any of his dependents, either by the Nuwab Asif Jah Bahadoor, or by the Hon'ble Company's Government, without the mutual privity and consent of both contracting parties; and whatever transactions, whether of great or small import, may in future take place with the aforesaid Rao Pundit Prudhan, or his dependents, a reciprocal communication of the same shall be made to the other contracting party, without delay and without reserve.

Signed, sealed, and exchanged at Hyderabad, the 1st September, A. D. 1798 *(or 19th Rubee-ool-Awul, Anno Hijree* 1213).

(Signed) J. A. KIRKPATRICK,
Acting Resident.

Partition Treaty of Mysore, dated 22nd June 1799.

Treaty for strengthening the alliance and friendship subsisting between the English East India Company Bahadoor, His Highness the Nuwab Nizam-

ood-Dowlah Asif Jah Bahadoor, and the Peshwa Rao Pundit Prudhan Bahadoor, and for effecting a settlement of the Dominions of the late Tippoo Sultan.*

Whereas the deceased Tippoo Sultan, unprovoked by any act of aggression on the part of the allies, entered into an offensive and defensive alliance with the French, and admitted a French force into his army, for the purpose of commencing war against the Honorable English Company Bahadoor and its allies, Nizam-ood-Dowlah Asif Jah Bahadoor, and the Peshwah Rao Pundit Prudhan Bahadoor; and the said Tippoo Sultan having attempted to evade the just demands of satisfaction and security made by the Honorable English Company Bahadoor and its allies for their defence and protection against the joint designs of the said Sultan and of the French, the allied armies of the Honorable English Company Bahadoor and of His Highness Nizam-ood-Dowlah Asif Jah Bahadoor proceeded to hostilities, in vindication of their rights, and for the preservation of their respective dominions from the perils of foreign invasion, and from the ravages of a cruel and relentless enemy.

And whereas it has pleased Almighty God to prosper the just cause of the said allies, the Honorable English Company Bahadoor and His Highness Nizam-ood-Dowlah Asif Jah Bahadoor, with a continual course of victory and success, and finally to crown their arms by the reduction of the Capital of Mysore, the fall of Tippoo Sultan, the utter extinction of his power, and the unconditional submission of his people; and whereas the said allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed from the commencement to the conclusion of the late successful war, have resolved to use the power which it has pleased Almighty God to place in their hands, for the purpose of obtaining reasonable compensation for the expenses of the war, and of establishing permanent security and genuine tranquillity for themselves and their subjects, as well as for all the Powers contiguous to their respective dominions: wherefore a Treaty for the adjustment of the territories of the late Tippoo Sultan, between the English East India Company Bahadoor and His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, is now concluded by Lieutenant General George Harris, Commander in Chief of the forces of His Britannic Majesty, and of the English East India Company Bahadoor in the Carnatic and on the Coast of Malabar, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honorable Richard, Earl of Mornington, K. P., Governor General for all affairs, Civil and Military, of the British nation in India; and by the Nuwab Meer Alum Bahadoor, on the part and in the name of His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, according to the undermentioned Articles; which, by the blessing of God, shall be bind-

* The Peshwa refused to accede to this Treaty.

ing upon the heirs and successors of the contracting parties, as long as the sun and moon shall endure, and of which the conditions shall be reciprocally observed by the said contracting parties.

ARTICLE I.

It being reasonable and just, that the Allies by this Treaty should accomplish the original objects of the war, (viz. a due indemnification for the expenses incurred in their own defence, and effectual security for their respective possessions against the future designs of their enemies,) it is stipulated and agreed, that the Districts specified in the Schedule A, hereunto annexed, together with the heads of all the passes leading from the territory of the late Tippoo Sultan to any part of the possessions of the English East India Company Bahadoor, of its allies or tributaries situated between the Ghauts on either coast, and all forts situated near to, and commanding the said passes, shall be subjected to the authority, and be for ever incorporated with the dominions of the English East India Company Bahadoor, the said Company Bahadoor engaging to provide effectually, out of the revenues of the said Districts, for the suitable maintenance of the whole of the families of the late Hyder Ali Khan and of the late Tippoo Sultan, and to apply to this purpose, with the reservation hereinafter stated, an annual sum of not less than two lacs of Star Pagodas, making the Company's share as follows:—

Estimated value of Districts enumerated in the Schedule A, according to the statement of Tippoo Sultan, in 1792, Kanteroy Pagodas...	7,77,170
Deduct provision for the families of Hyder Aly Khan and of Tippoo Sultan, two Lacs of Star Pagodas, in Kanteroy Pagodas.....	2,40,000
Remains to the East India Company	5,37,170

ARTICLE II.

For the same reason stated in the preceding Article, the District specified in the Schedule B, annexed hereunto, shall be subjected to the authority, and for ever united to the dominions of the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, the said Nuwab having engaged to provide liberally, from the revenues of the said Districts, for the support of Meer Kumur-ood-deen Khan Bahadoor, and of his family and relations, and to grant him for this purpose a personal Jageer in the District of Gurrumcondah, equal to the annual sum of 2,10,000 Rs. or of 70,000 Kanteroy Pagodas, over and above, and exclusive of a Jageer, which the said Nuwab has also agreed to assign to the said Meer Kumur-ood-deen Khan, for the pay and maintenance of a proportionate number of troops, to be employed in the service of his said Highness, making the share of His Highness as follows:—

Estimated value of the territory specified in Schedule B, according to the statement of Tippoo Sultan in 1792, Kanteroy Pagodas...	6,07,332
Deduct personal Jageer to Meer Kumer-ood-Deen Khan, 2,10,000 Rs. or Kanteroy Pagodas	70,000
Remains to the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor.....	5,37,332

ARTICLE III.

It being further expedient, for the preservation of peace and tranquillity, and for the general security, on the foundations now established by the contracting parties, that the Fortress of Seringapatam should be subjected to the said Company Bahadoor, it is stipulated and agreed that the said Fortress, and the island on which it is situated (including the small tract of land, or island, lying to the Westward of the main island, and bounded on the West by a Nulla called the Mysore Nulla, which falls into the Kaveree near Chinagal Ghaut) shall become part of the dominions of the said Company, in full right and sovereignty, for ever.

ARTICLE IV.

A separate Government shall be established in Mysore; and for this purpose it is stipulated and agreed, that the Maharaja Mysore Krishna Raja Vuder Bahadoor, a descendant of the ancient Rajas of Mysore, shall possess the territory hereinafter described, upon the conditions hereinafter mentioned.

ARTICLE V.

The contracting powers mutually and severally agree, that the Districts specified in Schedule C, hereunto annexed, shall be ceded to the said Maharaja Mysore Krishna Raja, and shall form the separate Government of Mysore, upon the conditions hereinafter mentioned.

ARTICLE VI.

The English East India Company Bahadoor shall be at liberty to make such deductions, from time to time, from the sums allotted by the first Article of the present Treaty for the maintenance of the families of Hyder Aly Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families; and in the event of any hostile attempt on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions, or the territories of the Raja of Mysore, then the said English East India Company Bahadoor shall be at liberty to limit or suspend entirely the payment of the whole, or any part of the stipend hereinbefore stipulated to be applied to the maintenance and support of the said families.

ARTICLE VII.

His Highness the Peshwa Rao Pundit Prudhan Bahadoor shall be invited to accede to the present Treaty; and although the said Peshwa Raó Pundit Prudhan Bahadoor has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties, (namely the English East India Company Bahadoor, and His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor,) yet, for the maintenance of the relations of friendship and alliance between the said Peshwa Rao Pundit Prudhan Bahadoor, the English East India Company Bahadoor, His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, and Maha'aja Mysore Krishna Raja Bahadoor, it is stipulated and agreed that certain Districts, specified in Schedule D, hereunto annexed, shall be reserved, for the purpose of being eventually ceded to the said Peshwa Rao Pundit Prudhan Bahadoor, in full right and sovereignty, in the same manner as if he had been a contracting party to this Treaty, provided, however, that the said Peshwa Rao Pundit Prudhan Bahadoor shall accede to the present Treaty, in its full extent, within one month from the day on which it shall be formally communicated to him by the contracting parties; and provided also that he shall give satisfaction to the English East India Company Bahadoor, and to His Highness Nizam-ood-Dowlah Asif Jah Bahadoor, with regard to certain points now depending between him, the Peshwa Rao Pundit Prudhan Bahadoor, and the said Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, and also with regard to such points as shall be represented to the said Peshwa on the part of the English East India Company Bahadoor, by the Governor General or the British Resident at the Court of Poona.

ARTICLE VIII.

If, contrary to the amicable expectation of the contracting parties, the said Peshwa Rao Pundit Prudhan Bahadoor shall refuse to accede to this Treaty, or to give satisfaction upon the points to which the 7th Article refers, then the right to, and sovereignty of the several Districts hereinbefore reserved for eventual cession to the Peshwa Rao Pundit Prudhan Bahadoor, shall rest jointly in the said English East India Company Bahadoor, and the said Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, who will either exchange them with the Raja of Mysore for other Districts of equal value, more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper.

ARTICLE IX.

It being expedient, for the effectual establishment of Maharaja Mysore Krishna Raja in the Government of Mysore, that His Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed, that the whole of the said force shall be furnished by the English East India Company Bahadoor,

according to the terms of a separate Treaty, to be immediately concluded between the said English East India Company Bahadoor and His Highness the Maharaja Mysore Krishna Raja Vuder Bahadoor.

ARTICLE. X.

This Treaty, consisting of ten Articles, being settled and concluded this day, the 22nd of June 1799 (corresponding to the 17th of Mohurrum 1214, Anno Hijree), by Lieutenant General George Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honorable Richard Earl of Mornington, Governor General aforesaid; and by Meer Alum Bahadoor, on the part and in the name of His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor; the said Lieutenant General Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, have delivered to Meer Alum Bahadoor one copy of the same, signed and sealed by themselves; and Meer Alum Bahadoor has delivered to Lieutenant General George Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, another copy of the same, sealed by himself; and Lieutenant General George Harris, the Honorable Colonel Arthur Wellesley, the Honorable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, and Meer Alum Bahadoor, severally and mutually engage that the said Treaty shall be respectively ratified by the Right Hon'ble the Governor. General, under his seal and signature, within eight days from the date hereof, and by His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, within twenty-five days from the date hereof.

The Nizam's Seal.

Ratified at Hyderabad, by His Highness the Nizam, on the 13*th day of July, Anno Domini* 1799.

(Signed) J. A. KIRKPATRICK,
Resident.

SCHEDULE A.

1st.—The Company's Share.

The following Districts from Nuggur or Bidnore.

	Kanteroy Pagodas.	Fan.	C.	Kanteroy Pagodas.	Fan.	C.
Korial (Mangalore), Bekul, and Neliseram	1,33,662	7¼	0			
Karkul	11,393	2¼	0			
Barkoo	48,389	8½	0			
Kooshalpore	26,361	7½	0			
Bulkul	9,177	0¼	0			
Gairsopha	9,192	0½	0			
Hunavur (Onore)	17,482	9½	0			
Mirgaun	8,953	4¾	0			
Anoola, Punchmahl, and Shedasooghur (or Soonda Payeen Ghaut).	28,332	2	0			
				2,92,945	2½	0
Bhilghuy				18,929	4¼	0
Coimbatoor, viz.						
Coimbatoor	80,000	0	0			
Danaigincotah	35,000	0	0			
Cheoor	27,000	0	0			
Chinjeny	27,000	0	0			
Darapoor, Chuckerghery	64,000	0	0			
Settimungalum	30,000	0	0			
Undoor	8,000	0	0			
Perondoora	14,000	0	0			
Vizimungal (Aravarcourchy)	20,000	0	0			
Errode	20,000	0	0			
Coroor	41,000	0	0			
Coodgully	15,000	0	0			
Cavereporam	4,000	0	0			
				3,85,000	0	0
Wynaad (from Ahmednuggur Chickloor) from Talookas belonging to Seringapatam.						
Panganoor	15,000	0	0			
Suttikal Alambady and Kodahully.	15,200	0	0			
Oussore	18,096	0	0			
Decanicotah and Ruttungeery	14,000	0	0			
Carried forward, Kanteroy Pagodas	62,296	0	0	6,96,874	6¾	0

	Kanteroy Pagodas. Fan. C.	Kanteroy Pagodas. Fan. C.
Brought forward	62,296 0 0	6,96,874 6¾ 0
Vencatigyrotah.....	6,000 0 0	
Ankusgusgeery and Solageree.....	4,000 0 0	
Bangloor.....	3,000 0 0	
Talmulla and Talwoddy (2 Talooks of Hurdunhully)	5,000 0 0	
		80,296 0 0
		7,77,170 6¾ 0
Deduct provision for the maintenance of the families of Hyder Aly Khan and of Tippoo Sultan, Star Pagodas 2 Lacs, or Kanteroy Pagodas.....		2,40,000 0 0
Remains to the Company, Kanteroy Pagodas ...		5,37,170 6¾ 0

SCHEDULE B.

2ND.—THE NIZAM'S SHARE.

Gooty.

	Kanteroy Pagodas. Fan. C.	Kanteroy Pagodas. Fan. C.
Fyze Hussur Kubal.....	15,568 0 0	
Kona Koomlah.....	7,500 0 0	
Pamri.....	11,000 0 0	
Wurjur Kurroor.....	8,998 1 0	
Yursutty Murajcherroo	5,902 0 0	
Reim Rapah	4,800 0 0	
Muttoor.....	2,700 0 0	
Pravalli Munnimong.....	9,426 3 0	
Chunumpilly.....	8,951 8 0	
Mul Kaira Kooboo	22,251 8¾ 0	
Koortunni.....	8,800 0 0	
Yarki	22,673 1 0	
		1,28,571 1¾ 0
Pennacoondah.....		60,000 0 0
Murrugseera.....		8,000 0 0
Hundytenantpoor		16,000 0 0
Kongoor (remainder of).....		11,629 0 0
Kunchundgoondy (remainder of)		10,000 0 0
Of Gurrumconda, all the districts not ceded in 1792.		1,85,810 0 0
Puttungery (from Seringapatam)		10,000 0 0
Carried forward..... Kanteroy Pagodas		4,30,010 1¾ 0

	Kanteroy Pagodas.	Fan.	C.
Brought forward	4,30,010	1¾	0
Rydroog (6 Talooks)	1,02,856	0	0
Kurnool Peshcush.	66,666	0	0
From Chittledroog Jerrimulla (1 Talooka).	7,800	0	0
	6,07,332	1¾	0
Deduct a personal Jageer to Kumur-ood-deen-Khan and relations	70,000	0	0
Remains to the Nizam, Kanteroy Pagodas..	5,37,332	1¾	0

SCHEDULE C.

DISTRICTS CEDED TO MAHARAJA MYSORE KRISHNA RAJA VUDER BAHADOOR.

Talooks belonging to Seringapatam.

	Kanteroy Pagodas	Fan.	C.
Puttun Attorkrun	11,000	0	0
Mysore Attorkrun or Rehmut Nazeer	11,500	0	0
Nuzzer Bar.....	14,000	0	0
Hurdunhully.....	15,000	0	0
Periapatan,...	6,200	0	0
Muddoor	13,200	0	0
Hetghur Dewancotah.....	8,000	0	0
Betudapoor	7,000	0	0
Tyoor	8,000	0	0
Yelandoor	10,000	0	0
Malwelly (Yulinahbad)	9,000	0	0
Tulkar Sosilah.....	8,100	0	0
Nursipoor	10,200	0	0
Yertoorah	7,200	0	0
Bailoor .....:.....	15,700	0	0
Arkulgoor	4,300	0	0
Chinipatam......	12,100	0	0
Bullum (Mungizabad)	10,000	0	0
Hussen	7,900	0	0
Honawully	9,400	0	0
Nagmungul.....	4,700	0	0
Belloor	3,100	0	0
Carried forward, Kanteroy Pagodas	2,05,600	0	0

	Kanteroy Pagodas. Fan. C.	Kanteroy Pagodas. Fan. C.
Brought forward	2,05,600 0 0	
Maharage Droog	10,000 0 0	
Gram	3,500 0 0	
Ramgheery	7,400 0 0	
Turkarumb	7,400 0 0	
Ahmudnuggur Chickloor	10,000 0 0	
Kurp	12,000 0 0	
Tornoy Khaira	9,000 0 0	
Coonydghul	5,008 9 0	
Hoolioordroog	4,000 0 0	
Kairkaira	4,065 0 0	
Chennyputtan	9,138 0 0	
Nooggairly	3,000 0 0	
Mairlatesh and Kismagepoor	6,100 0 0	
Sucknyputtan	6,200 0 0	
Bonorawur, Guradungilly and Hanenhelly	10,000 0 0	
Boodihall	7,000 0 0	
Nidghul	6,000 0 0	
Pasghur	10,000 0 0	
Hagulwary	12,000 0 0	
Goomnaipollum	10,000 0 0	
Bangalore	55,000 0 0	
Mâgry	8,400 0 0	
Mudgeny	36,000 0 0	
Coorjgherry	4,000 0 0	
		4,60,811 9 0
Chankanhelly	8,900 0 0	
Nulwung and Doorbillah	16,000 0 0	
Anicul	10,300 0 0	
Byroodroog	4,000 0 0	
Hyboor	7,000 0 0	
Dewanhelly	20,045 0 0	
Ootradroog	5,000 0 0	
Chinroydroog	8,000 0 0	
Toomkoor and Deoroy	18,000 0 0	
Nidgegul and Macklydroog	16,000 0 0	
Kundy Keera and Chullnaighelly	16,000 0 0	
Chota Balapoor	80,000 0 0	
Colar	80,000 0 0	
Jungumcotah	13,000 0 0	
Carried forward, Kanteroy Pagodas	3,02,245 0 0	4,60,811 9 0

	Kanteroy Pagodas. Fan. C.	Kanteroy Pagodas. Fan. C.
Brought forward.....	3,02,245 0 0	4,60,811 9 0
Chuckmoogalum.....	8,134 4 0	
Kudoor.....	7,129 7¼ 0	
		3,17,509 1¼ 0
Serra (remainder of).		
Serra and Amrapoor.....	55,000 0 0	
Hoosuttal.....	50,754 0 0	
Burra Balapoor.....	44,000 0 0	
		1,49,754 0 0
Nuggur above Ghaut.		
Kusbah.....	29,145 4¾ 2	
Coolydroog.....	28,818 0¾ 2	
Koompsee.....	8,094 2½ 0	
Kope.....	22,864 5¼ 2	
Wasthara.....	6,818 9 0	
Eckairy and Sagur.....	39,411 0½ 2	
Ghooty (Hoably).....	11,006 8¾ 0	
Surbtowanundy.....	10,458 0½ 2	
Terryanwitty.....	17,424 0 0	
Shikarpoor.....	11,774 0¾ 0	
Annuntapoor.....	10,191 9½ 0	
Lakouly Danwass.....	11,629 6¾ 1	
Oodgunny.....	13,614 1¾ 0	
Jimoga.....	16,883 5 0	
Hoolighonore.....	6,583 5¾ 1	
Biddery.....	10,835 5 2	
Chingeery Beswapatam.....	22,091 1¾ 3	
Turry-Keerah.....	14,076 4¼ 2	
Azimpor.....	10,696 2¾ 3	
		3,02,417 6 6
Chittledroog (remainder of), 12 Talookas.		
Kusbah.....	20,874 7¾ 1	
Beem Sumendar.....	12,148 4 2	
Doodiary.....	12,984 9½ 0	
Husdroog.....	11,936 2¾ 3	
Muttoor.....	10,392 3½ 2	
Murkaul Murroo.....	12,662 9¼ 3	
Tullick.....	11,854 0¾ 0	
Barm Sagur.....	10,163 6¼ 0	
Kunkopah.....	12,542 0½ 2	
		1,15,559 4¼ 13
Carried forward..... Kanteroy Pagodas		13,46,053 1 7

	Kanteroy Pagodas. Fan. C.	Kanteroy Pagodas. Fan. C.
Brought forward		13,46,053 1 7
Bilchoor	10,683 1¼ 2	
Himoor	10,010 0 2	
Goodycottah	11,330 5½ 3	
		33,023 6 10
Total, Kanteroy Pagodas		13,79,076 8 1
Deduct 2 Purgunas of Hurdunhilly, viz. Talman and Talwuddy, included in the Company's Share		5,000 0 0
Grand Total, Kanteroy Pagodas		13,74,076 8 1

SCHEDULE D.

The Peshwa's Share.

	Kanteroy Pagodas. Fan. C.
Harponelly (6 Talookas)	1,10,030 8¾ 0
Soonda (above the Ghauts)	59,377 0 0
Anagoondee	60,101 0 0
From Chittledroog, 2 Talookas, viz.	
Holubkaira 11,425 4¼ 0	
Mycoonda 12,226 9¼ 0	
	23,652 3 0
From Bidnore, 1 Talooka, viz.	
Hurryhur	10,796 0 0
Total, Kanteroy Pagodas	2,63,957 3¾ 0

Ratified at Hyderabad, by His Highness the Nizam, on the 13th day of July, A. D. 1799.

(Signed) J. A. Kirkpatrick,
Resident.

Separate Articles connected with the foregoing Treaty, concluded with the Nizam on the 13th July 1799.

Separate Articles appertaining to the Treaty of Mysore, concluded on the 22nd of June 1799 *(corresponding to the 17th of Mohurrum, Anno Hijree* 1214),

between the Honorable English East India Company Bahadoor and the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor.

ARTICLE I.

With a view to the prevention of future altercations, it is agreed between His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor and the Honorable East India Company Bahadoor, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependents of the late Hyder Ali Khan and Tippoo Sultan, or the personal Jageer of Meer Kumur-ood-deen Khan shall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head.

ARTICLE II.

And it is further agreed between the contracting parties, that in the event provided for by the eighth Article of the Treaty of Mysore, two-thirds of the share reserved for Rao Pundit Prudhan Bahadoor shall fall to His Highness the Nuwab Nizam-ood-Dowlah Asif Jah Bahadoor, and the remaining third to the Honorable English East India Company Bahadoor.

The Nizam's Seal.

Ratified at Hyderabad, by His Highness the Nizam, on the 13th day of July A. D. 1799.

(Signed) J. A KIRKPATRICK,
Resident.

Treaty of perpetual and general Defensive Alliance, concluded with the Nizam on the 12th October 1800.

Treaty of perpetual and general defensive alliance, between the Honorable the English East India Company and His Highness the NUWAB NIZAM-OOL-MOOLK ASIF JAH BAHADOOR, *Soobedar of the Deccan, his children, heirs, and successors; settled by Captain* JAMES ACHILLES KIRKPATRICK, *Resident at the Court of His Highness, by virtue of the powers delegated to him by the Most Noble Richard Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Britannic Majesty's Most*

Honorable Privy Council, Governor General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company to direct and control all their affairs in the East Indies, and Governor General in Council of all the British Possessions in the East Indies.

Whereas, by the blessing of God, an intimate friendship and union have firmly subsisted, for a length of time, between the Honorable English East India Company and His Highness the Nuwab Nizam-ool-Moolk Asif Jah Bahadoor, and have been cemented and strengthened by several Treaties of alliance, to the mutual and manifest advantage of both Powers, who, with uninterrupted harmony and concord, having equally shared the fatigues and dangers of war, and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The Powers aforesaid, adverting to the complexion of the times, have determined, on principles of precaution and foresight, and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependents, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever.

ARTICLE I.

The peace, union and friendship, so long subsisting between the two States, shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE II.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependents or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor General in Council, on behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights or territories of His Highness the Nizam, but will, at all times, maintain and defend the same, in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

With a view to fulfil this Treaty of general defence and protection, His Highness the Nuwab Asif Jah agrees that two Battalions of Sepoys and one Regiment of Cavalry, with a due proportion of guns and artillerymen, shall be added, in perpetuity, to the present permanent subsidiary force of six Battalions of Sepoys, of one thousand firelocks each, and one Regiment of Cavalry, five hundred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honorable East India Company to His Highness shall henceforward consist of eight Battalions of Sepoys (or eight thousand firelocks) and two Regiments of Cavalry (or one thousand Horse), with their requisite complement of guns, European artillerymen, lascars, and pioneers, fully equipped with warlike stores and ammunition; which force is to be stationed, in perpetuity, in His Highness' territories.

ARTICLE IV.

The pay of the above-mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into His Highness' territories.

ARTICLE V.

For the regular payment of the whole expense of the said augmented subsidiary force (consisting of eight thousand Infantry, one thousand Cavalry, and their usual proportion of Artillery), His Highness the Nuwab Asif Jah hereby assigns and cedes to the Honorable East India Company, in perpetuity, all the territories acquired by His Highness under the Treaty of Seringapatam, on the 18th March 1792, and also all the territories acquired by His Highness under the Treaty of Mysore, on the 22nd June 1799, according to the Schedule annexed to this Treaty.

ARTICLE VI.

Certain of the territories ceded by the foregoing Article to the Honorable Company, being inconvenient, from their situation to the Northward of the river Toongbhudra, His Highness the Nuwab Asif Jah, for the purpose of rendering the boundary line of the Honorable Company's possessions a good and well-defined one, agrees to retain the Districts in question, namely, Kopul, Gujendrugur, and others (as marked in the annexed Schedule), in his own possession; and in lieu thereof assigns and cedes, in full, and in perpetuity, to the Honorable Company, the District of Adoni, together with whatever other territory His Highness may be possessed of, or is dependent on His Highness' Government, to the South of the Toongbhudra, or to the South of the Krishna, below the junction of those two rivers.

ARTICLE VII.

The territories to be assigned and ceded to the Honorable Company by the fifth Article, or in consequence of the exchange stipulated in the sixth Article, shall be subject to the exclusive management and authority of the said Company and of their Officers.

ARTICLE VIII.

Whereas the actual produce of a considerable portion of the Districts ceded to the Honorable Company by Article fifth, is ascertained and acknowledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty; and the said Districts cannot be expected, for a long course of years, to reach their said nominal value; and whereas differences might hereafter arise between the contracting parties, with respect to the real value of the same, and the friendship and harmony happily subsisting between the contracting parties be disturbed, by discussions relating to the adjustment of accounts of the produce and value of the said Districts; in order to preclude all causes of any such future difference or discussion between the two States, the said East India Company agrees to accept the said Districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demands on account of the pay and charges of the said subsidiary force, and therefore, to whatever extent, or for whatever length of time, the actual produce of the said Districts shall prove inadequate to the amount of the subsidy payable by His Highness, on account of the said subsidiary force, no demands shall ever be made by the Honorable Company upon the treasury of His Highness on account of any such deficiency, or on account of any failure in the revenues of the said Districts, arising from unfavorable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views, hereby renounces all claim to any arrears or balances which may be due to him from the said Districts at the period of their cession to the Honorable Company, and also to any eventual excess in the produce of the said Districts, beyond the amount of the subsidy payable by His Highness on account of the said subsidiary force; the true intention and meaning of this Article being, that the cession of the said Districts, and the exchanges stipulated in the sixth Article, shall be considered as a final close and termination of accounts between the contracting parties, with respect to the charges of the said subsidiary force.

ARTICLE IX.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Asif Jah, that the Honorable Company's Officers are prepared to take charge of the Districts ceded by the fifth Article, His Highness will immediately issue the necessary Purwanas, or orders, to his Officers to deliver over charge of the same to the Officers of the Company; and it is hereby stipulated and agreed, that all collections made by His Highness'

Officers subsequent to the date of the said Purwanas, or orders, and before the Officers of the Company shall have taken charge of the said Districts, shall be carried to the account of the Honorable Company.

ARTICLE X.

All forts situated within the Districts to be ceded as aforesaid, shall be delivered to the Officers of the Honorable Company with the said Districts; and His Highness the Nuwab Asif Jah engages that the said forts shall be delivered to the Honorable Company as nearly as possible in the same state as that in which His Highness received them.

ARTICLE XI.

His Highness the Nuwab Asif Jah will continue to pay the subsidy of the former subsidiary force, and also that of the additional troops, from his treasury, in the same manner as hitherto observed, until the Honorable East India Company's Officers shall have obtained complete possession from His Highness' Officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from His Highness' treasury, after their Officers shall have obtained possession of the said Districts from the Officers of His Highness.

ARTICLE XII.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will, at all times, be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the Powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other Power whatever, then His Highness the Nuwab Asif Jah engages, that, with the reserve of two Battalions of Sepoys, which are to remain near His Highness' person, the residue of the British subsidiary force (consisting of six Battalions of Sepoys and two Regiments of Cavalry, with Artillery), joined by six thousand Infantry and nine thousand Horse of His Highness' own troops, and making together an army of twelve thousand Infantry and ten thousand Cavalry, with their requisite train of Artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions. With a view to the effectual prosecution and speedy termination of the said war, the Honorable Company in the same manner engage, on their part, in this case, to employ in active operations against the enemy the largest force which they may be able to furnish, over and above the said subsidiary force.

ARTICLE XIII.

Whenever war shall appear probable, His Highness the Nuwab Asif Jah engages to collect as many Bunjaras as possible, and to store as much grain as may be practicable, in his frontier garrisons.

ARTICLE XIV.

Grain, and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels, required for the use of the subsidiary force, shall, in proportion to its present augmentation, be, as heretofore, entirely exempted from Duties.

ARTICLE XV.

As by the present Treaty the union and friendship of the two States are so firmly cemented as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue, in future, any negociations with any other Power whatever without giving previous notice, and entering into mutual consultation with the Honorable East India Company's Government; and the Honorable Company's Government, on their part, hereby declare, that they have no manner of concern with any of His Highness' children, relations, subjects, or servants, with respect to whom His Highness is absolute.

ARTICLE XVI.

As, by the present Treaty of general defensive alliance, mutual defence and protection against all enemies are established, His Highness the Nuwab Asif Jah consequently engages never to commit any act of hostility or aggression against any Power whatever; and in the event of differences arising, whatever adjustment of them, the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE XVII.

By the present Treaty of general defensive alliance, the ties of union, by the blessing of God, are drawn so close, that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed, that if, in future, the Soorapoor or Gudwal Zumindars, or any other subjects or dependents of His Highness' Government, should withhold the payment of the Sirkar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness' own troops, to reduce all such offenders to obedience. And the interests of the two

States being now in every respect identified, it is further mutually agreed, that if disturbances shall, at any time, break out in the Districts ceded to the Honorable Company by this Treaty, His Highness the Nuwab Asif Jah shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said Districts. If disturbances shall, at any time, break out in any part of His Highness' dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government, in like manner, if required by His Highness the Nuwab Asif Jah, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness' dominions.

Article XVIII.

Whereas, by the favor of Providence, a perfect union, harmony, and concord have long and firmly subsisted between the Honorable East India Company, His Highness the Nuwab Asif Jah, His Highness the Peshwa Rao Pundit Prudhan, and Raja Raghojee Bhonsla, therefore, should His Highness Rao Pundit Prudhan and Raja Raghojee Bhonsla, or either of them, express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both, or either, of the said Powers to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

Article XIX.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Sindia to be a party to the present Treaty, whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall appear to the contracting parties to be sufficient.

Article XX.

This Treaty, consisting of twenty Articles, being this day settled by Captain James Achilles Kirkpatrick with the Nuwab Asif Jah Bahadoor, Captain Kirkpatrick has delivered one copy thereof, in English and Persian, signed and sealed by himself, to the said Nuwab; who, on his part, has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of especial authority given to him on that behalf, by the Most Noble the Governor General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness, in the space of thirty days, a copy of the same from the Governor General in

Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy, the Treaty executed by Captain Kirkpatrick shall be returned; but the additional subsidiary force specified in the 3rd Article shall be immediately required by His Highness the Nizam, and furnished by the Honorable Company, and all the other Articles shall be in full force from this time.

Signed, sealed, and exchanged at Hyderabad, on the 12th October, A. D. 1800 *(or 22nd Jumadee-ool-Awul, Anno Hijree* 1215).

(Signed) J. A. KIRKPATRICK,
Resident.

Separate and Secret Articles connected with the foregoing Treaty.

Separate and Secret Articles appertaining to the Treaty of perpetual and general defensive alliance concluded between the Honorable English East India Company and His Highness the Nuwab ASIF JAH BAHADOOR, *on the 12th October,* A. D. 1800 *(or 22nd Jumadee-ool-Awul, Anno Hijree* 1215).

ARTICLE I.

The Peshwa Rao Pundit Prudhan shall be admitted to the benefits of this general defensive alliance on the following conditions:—

First.—Rao Pundit Prudhan shall accept the mediation of the Honorable Company's Government for the amicable adjustment, on the basis of the Treaty of Mah, of all claims or demands of Chouth, and of all other claims or demands whatever on the territories or Government of His Highness the Nuwab Asif Jah.

The British Government will also take into consideration the claims of His Highness the Nuwab Asif Jah to a total exemption from Chouth, and will arbitrate, on the principles of justice and equity, any question now existing, or which shall hereafter arise, relative to the same, between Rao Pundit Prudhan and the Nuwab Asif Jah, provided Rao Pundit Prudhan shall agree to accept the said arbitration; and Rao Pundit Prudhan shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nuwab Asif Jah to a total exemption from Chouth.

Secondly.—Rao Pundit Prudhan shall give full satisfaction to the Honorable East India Company, on the various points depending between him and the British Government in India.

Thirdly.—If Rao Pundit Prudhan shall agree to the foregoing conditions, the Honorable East India Company and His Highness the Nuwab Asif Jah will assist him in the restoration of his just authority in the Muratha Empire.

Fourthly.—For this purpose Rao Pundit Prudhan shall agree to subsidize in perpetuity, such a body of the said Company's troops as shall hereafter be judged necessary, for the restoration and maintenance of his authority.

ARTICLE II.

Raja Raghojee Bhonsla shall be admitted to the benefit of this general alliance on the following conditions :—

First.—Raja Raghojee Bhonsla shall accept the Honorable Company's arbitration of all unadjusted points between His Highness the Nuwab Asif Jah, and the said Raja, according to the tenor of subsisting Treaties.

Secondly.—Raja Raghojee Bhonsla shall agree to such equitable interchanges of territory with the Honorable East India Company as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose.

ARTICLE III.

If, contrary to the spirit and object of this defensive Treaty, war should hereafter appear unavoidable (which God avert!), the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negociation, according to the tenor of the preceding Treaty. It is, however, declared, that, in the event of war, and of a consequent partition of conquests between the contracting parties, His Highness the Nuwab Asif Jah shall be entitled to participate equally with the other contracting parties in the division of every territory which may be acquired by the successful exertion of their united arms, provided His Highness the Nuwab Asif Jah shall have faithfully fulfilled all the stipulations of the preceding Treaty, especially those contained in the twelfth and thirteenth Articles thereof.

Signed, sealed, and exchanged, at Hyderabad, on the 12*th October,* A. D. 1800 *(or* 22*nd Jumadee-ool-Awul, Anno Hijree* 1215).

(Signed) J. A. KIRKPATRICK,
Resident.

Schedule Referred to in Article V. of the foregoing Treaty.

Schedule of His Highness the Nizam's territorial acquisitions by the Treaty of Seringapatam, dated the 18*th May* 1792, *and by the Treaty of Mysore,*

dated the 22nd June 1799, and which, in conformity to the fifth and sixth Articles of the annexed Treaty, are now, together with the Talooka of Adoni, and all other Talookas situated to the South of the Rivers Toongbhudra and Krishna, ceded in full and in perpetuity to the Honorable East India Company.

LIST OF TALOOKAS ACQUIRED BY THE TREATY OF SERINGAPATAM.

	Kanteroy Pagodas.	F.	A.	P.
Sidhout, 6 Talookas	81,885	9½	1	0
Chinnoor, 6 ditto	65,427	4¾	0½	0
Kumlapoor, 4 ditto	50,729	3¾	3	0
Vo-oor, 6 ditto	70,684	9	2½	0
Budwail, 3 ditto	54,883	0	4	0
Jumonul Murrow, 7 ditto	90,643	7	1	0
Kummum, 7 ditto	1,30,148	2½	1	0
Kunnuckgherry, 3 ditto	30,952	4¼	1	0
Chit Koontah, 1 ditto	11,298	9¼	0	0
Gudtoor, 1 ditto	17,846	4¼	0	0
Coel Konetah, 1 ditto	10,224	9	3½	0
Opulpuhr, 1 ditto	10,098	1¾	1½	0
Nursapoor, 1 ditto	8,397	5½	3	0
Bisspul, 1 ditto	11,074	11¼	0	0
Donypahr Wurdwarum, 1 ditto	12,402	3¾	1	0
Poodtoor, 2 ditto	22,979	4	2	9
Chutwail, or Multwaur, 8 ditto	1,30,769	3½	1	9
Monyaulpalo, 1 ditto	6,000	0	0	0
Nussam, 1 ditto	17,802	2½	0	0
Bungumpully and Chunchunmulla, 2 ditto	41,804	9½	0	0
Ouak, 1 ditto	20,000	0	0	0
Ingoody, 4 ditto	51,782	8¼	0	0
Bulharry and Kurkoor, 1 ditto	23,000	0	0	0
Weoulhawempelly, 1 ditto	12,565	0	0	0
Kopal, 8 ditto	1,06,137	3½	1	0
Gujendrugun, 8 ditto	1,01,977	9	0	0
Kunnuckgherry, 1 ditto	79,100	0	0	0
Singapatam, Oopalwarrah, 1 ditto	20,000	0	0	0
Hunmuntcond, 1 ditto	15,000	0	0	0
Busswahpoor, 1 ditto	5,000	0	0	0
Mokah, 1 ditto	12,162	6¾	2	0
In the Talooka of Koorkoor	370	2¼	1	9
Total, Kanteroy Pagodas.	13,16,666	6½	2	0

LIST OF TALOOKAS ACQUIRED BY THE TREATY OF MYSORE.

Gooty (remainder of).

	Kanteroy Pagodas.	F.	A.
Fyze Hissur (the Fort and dependencies)	15,568	0	0
Kundundlah	7,500	0	0
Paumry	11,000	0	0
Warkur Koonur	8,998	0	0
Yarutty Murracheeroo	5,902	0	0½
Beem Raja	4,800	0	0
Nuttoor	2,700	0	0
Bialy Mutty Murgh	9,426	3	0
Chintumpully	8,951	0	0
Mutyhurah Huttoor	22,251	9½	0
Koodunty	8,800	0	0
Yarghy	22,673	0	0
Pencoondah	60,000	0	0
Minighserrah	8,000	0	0
Hundy Ununtpoor	16,000	0	0
Koorkoor (remainder of)	11,629	0	0
Kanchungoondy	10,000	0	0
Gurrumcondah	1,85,810	0	0
Ruttungherry	10,000	0	0
Ragdroog, 6 Talooks	1,02,856	0	0
Kinnool Peishcush	66,666	0	0
Junymullah, 1 Talook	7,800	0	0
Umrapoor Noomautty	10,000	0	0
Anagoondy	60,100	0	0
Hurpunkully, 6 Talooks	1,10,030	8¾	0
Wurtnapoor, and sundry other Villages in the Chittledroog District	5,840	1¼	0
Total, Kanteroy Pagodas.	7,93,300	10¾	0
Grand Total, Kanteroy Pagodas.	21,09,968	5	3

The Districts situated North of the Toongbhudra, which, conformably to the sixth Article of the annexed Treaty, remain with His Highness the Nizam, to be deducted from the above, as follows:—

	Kanteroy Pagodas.	F.	A.
Kopal, 8 Talooks	1,06,137	3½	0
Gujendrugur, 8 ditto	1,01,977	9	0
Carried forward, Kanteroy Pagodas.	2,08,115	2½	0

	Kanteroy Pagodas.	F.	A.
Brought forward, Kanteroy Pagodas.	2,08,115	2½	0
Kunnanckgherry, 1 Talook.....	79,100	0	0
Villages of the Anagoondy district, situated to the North of the Toongbhudra	8,710	0	0
Villages of the Tukkulcottah district, situated likewise North of Toongbhudra.....	855	0	0
Retained by His Highness the Nizam.....	2,96,780	0½	0
Remains to the Honorable Company, Kan. Pag.	18,13,188	4½	3
Add the Adoni Country, which, together with all His Highness' remaining possessions, South of the Toongbhudra, is, by the sixth Article of the Annexed Treaty, ceded in exchange for the above districts to the Honorable Company....Rupees.	8,34,718	12	0

Signed, sealed, and exchanged at Hyderabad, the 12th October A. D. 1800 *(or 22nd Jumadee-ool-Awul,* A. H. 1215).

(Signed) J. A. KIRKPATRICK,
Resident.

Commercial Treaty with the Nizam, dated the 12th April 1802.

Treaty for the improvement and security of the Trade and Commerce between the territories of the Honorable East India Company and of His Highness the Nuwab Nizam-ool-Moolk Asif Jah, Soobedar of the Deccan, settled by Major JAMES ACHILLES KIRKPATRICK, *Resident at the Court of His Highness, by virtue of the powers delegated to him by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of His Britannic Majesty's Privy Council, Governor General in Council, Captain General and Commander-in-Chief of His Majesty's and the Honorable Company's Forces in India, appointed by the Honorable Court of Directors of the said Honorable Company to direct and control all their affairs in the East Indies, and Governor General in Council of all the British possessions in the East Indies.*

Whereas a well regulated commerce is essential to the opulence and prosperity of the people, and to the wealth and power of the State; and whereas a free and secure commercial intercourse tends to maintain and improve the relations of amity, peace, and concord, between contiguous nations.

Wherefore the Honorable East India Company, and His Highness the Nuwab Asif Jah, anxious to improve, by every possible means, the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following Articles of a Treaty of Commerce between the two States:—

ARTICLE I.

As a testimony of the firm friendship, union, and attachment, subsisting between the Honorable Company and His Highness the Nuwab Asif Jah, the Honorable Company hereby agree to grant to His Highness the free use of the sea-port of Muslipatam; at which port His Highness shall be at liberty to establish a commercial factory, and Agent, under such regulations as the nature of the Company's Government shall require, and as shall be adjusted between the Governor General in Council and His said Highness.

ARTICLE II.

His Highness' ships, bearing his flag, shall be entitled, at all times, to the protection of His Britannic Majesty's and of the Honorable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India, upon the footing of the most favored nations.

ARTICLE III.

There shall be a free transit between the territories of the contracting parties, of all articles being the growth, produce, or manufacture of each, respectively; and also of all articles being the growth, produce, or manufacture of any part of His Britannic Majesty's dominions.

ARTICLE IV.

All Rahdaree Duties, and all Duties collected by individual renters or Zumindars, on goods passing to and from the territories of the contracting parties, shall be abolished; and all Zumindars, renters, &c. shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties.

ARTICLE V.

A Duty of five per cent., and no more, shall be levied at Hyderabad, indiscriminately on all articles of merchandize whatever, imported into His Highness' dominions from the Company's possessions. No article shall pay Duty more than once; the Duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged, and which shall be determined by an invoice, authenticated by the seal and signature of the proper Officer on each side; nor shall any arbitrary valuation of any article or commodity be admitted to enhance the amount of the Duties payable thereon; and the said Duties shall be fixed and immutable, except by the mutual consent of the contracting parties.

ARTICLE VI.

The Honorable East India Company shall, on their part, adopt similar arrangements in every respect, for the purpose of facilitating the transit through

their dominions, of all articles, the growth, produce, or manufacture of His Highness' territories, and of guarding the same from all unjust exactions or vexatious imposts whatever.

ARTICLE VII.

The Duties payable to the Honorable Company on all articles imported into their territories from His Highness' dominions, shall be collected in the mode prescribed by the 5th Article, at Muslipatam alone, or at one or more places, according to the convenience of the merchants belonging to His Highness' dominions; and the said place or places shall be fixed with the consent of His Highness the Nizam, it being understood that no article imported from His Highness' dominions shall in any case pay Duty more than once, whether the said Duty be collected at Muslipatam or elsewhere.

ARTICLE VIII.

A duty of five per cent., and no more, shall be levied once by His Highness' Government, and be made payable at Hyderabad, on the prime cost of all commodities purchased in His Highness' dominions for exportation.

ARTICLE IX.

No merchants or traders under the Company's Government shall be allowed to re-vend in the dominions of the Nuwab aforesaid, the productions or manufactures of his territories, purchased by them therein. Neither shall any grain be exported from the territories of the Nuwab aforesaid into those of the Honorable Company, without a special license for the purpose; nor any more grain be purchased in His Highness' territories than what is necessary for the consumption of the subsidiary force. But it is at the same time hereby agreed that in cases of necessity, permission shall reciprocally be granted, immediately on application, for the transportation of grain, free from all Duties whatever, into the respective territories of the two contracting powers in Hindoostan and Deccan.

ARTICLE X.

The traders under both Governments, namely, all such as shall traffic from the Honorable East India Company's territories to the territories of His Highness the Nuwab Asif Jah, and *vice versâ*, shall, upon the importation of their commodities into their respective territories, pay once a Duty of five per cent., according to the terms prescribed in the foregoing Articles. With respect to others who do not come under the above description, such as traders from foreign parts, or inhabitants of Hyderabad, who have always paid the usual duties, the Kurora shall, as heretofore, levy Duties from them according to custom.

ARTICLE XI.

The preceding Regulations shall take effect and be established in the respective territories of the contracting parties on the 1st day of September next

(answering to the 2nd of Jumadee-ool-Awul, A. H. 1217), after which day no duties shall be levied in any other manner than in conformity to the stipulations of this Treaty.

ARTICLE XII.

This Treaty, consisting of twelve Articles, being this day settled by Major James Achilles Kirkpatrick with the Nuwab Asif Jah Bahadoor, Major Kirkpatrick has delivered one copy thereof, in English and Persian, signed and sealed by himself, to the said Nuwab, who, on his part, has also delivered one copy of the same, duly executed by himself; and Major Kirkpatrick, by virtue of special authority given to him in that behalf by His Excellency the Most Noble the Governor General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness, in the space of fifty days, a copy of the same from the Governor General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy, the Treaty executed by Major Kirkpatrick shall be returned.

Signed, sealed, and exchanged at Hyderabad, this 12th day of April, A. D. 1802 *(or 8th day of Zilhuj,* A. H. 1216).

(Signed) J. A. KIRKPATRICK,
Resident.

Seal of the Nizam.

MEMORANDUM.—With reference to the IV. and XI. Articles of the above Treaty, His Highness the Nizam caused the following Takeednama, the provisions of which came into effect on the 1st September 1802, to be circulated throughout his territories:—

"*Takeednama addressed by order of His Highness the Nizam to all Zumindars, Amils, Ijardars, and Talookdars, throughout His Highness' Dominions.*

"Merchants from the territories of the Hon'ble Company importing to Hyderabad from Madras, Muslipatam, Kurpah, Bombay, or other places, cotton or woollen cloths, or other goods, the produce or manufacture of those countries, or any articles of merchandise whatever, and merchants exporting from Hyderabad or other places within these dominions to the territories of the Hon'ble Company, any goods the produce or manufacture of these dominions, or any other articles of merchandise whatever, are on no account, or under any pretext, to be in any shape molested or impeded on their journey; nor are any Duties, Customs, Tolls, or other charges whatever, to be levied upon them, at any Chowkees or Ferries; and you are to take special care that they pass in safety and security through the District under your charge.

"Let not these orders be any way transgressed, or you will be regarded as an offender against the State. Consider this as most positive."

(A true translation.)
(Signed) J. A. KIRKPATRICK,
Resident.

Engagement between SEKUNDER JAH *and the East India Company, dated the 7th August* 1803.

The friendship and union which so strongly and happily subsisted between the late Nuwab Nizam Ali Khan Bahadoor (whose soul is in Paradise), and the Honorable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and Engagements, likewise, that were contracted with the late Nuwab aforesaid, are in full force, to all intents and purposes; and we hereby declare that we are effectually bound by the Engagements and Treaties aforesaid, and, by the blessing of God, the said Treaties and Engagements shall be duly observed until the end of time.

Signed and sealed on the 7th day of August, A. D. 1803 *(answering to Rubee-oos-Sanee,* A. H. 1218), *with the seal and signature of* MEER FOOLAD ALI-KHAN SEKUNDER JAH BAHADOOR, *Soobedar of the Deccan, and delivered in duplicate, on the day aforesaid, by His Highness himself, to Major* JAMES ACHILLES KIRKPATRICK, *Resident at the Court of Hyderabad.*

The Seal of the Nuwab Sekunder Jah.

(Signed) J. A. KIRKPATRICK,
Resident.

Instrument dated the 24th August 1803, *under the Signature of the Governor General in Council, delivered to the Nizam (Sekunder Jah) on his accession to the Musnud, recognizing all the former Treaties and Engagements with Nizam Ali, deceased.*

The friendship and alliance which so firmly and happily subsisted between His late Highness the Nuwab Nizam Ali Khan, Soobedar of the Deccan, and the Hon'ble Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever, unimpaired, between his late Highness' eldest son and successor, the Nuwab Sekunder Jah, and the Hon'ble Company; and all Treaties and Engagements which subsisted between His late Highness and the Hon'ble Company's Government, shall be considered to be in full force, to all intents and purposes; and His Excellency the Most Noble the Governor General in Council hereby declares, on the part of the Honorable Company, that the British Government is effectually bound by the said Engagements and Treaties, and that the said Engagements and Treaties shall be duly observed until the end of time.

Given under the seal of the Honorable Company, and the signature of His Excellency the Most Noble the Governor General in Council, at Fort William in Bengal, this 24th day of August 1803.

Additional Article of Treaty between the Honorable East India Company, on the one part, and His Highness Nuwab Nizam-ool-Moolk Asif Jah Meer Ukbur Ali Khan Bahadoor, Soobah of the Deccan, his children, heirs and successors, on the other; to be considered as appertaining to the Treaty of perpetual and general Defensive Alliance concluded at Hyderabad on the 12th of October 1800, A. D. *(or 22nd of Jumadee-ool-Awul* 1215, A. H.)

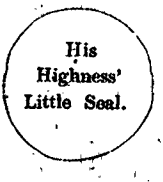
ARTICLE.

In the event (which God, however, avert!) of joint war breaking out hereafter with any other Power, it is hereby agreed that, during the continuance thereof, all Officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and egress to and from all the territories, and to and from all the forts belonging to each other, respectively; and it is hereby further agreed that all Officers, whether civil or military, belonging to either Government, shall, when requisite, employ all their power and all the resources at their command in facilitating the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, sealed, and exchanged at Hyderabad, this 9th of January 1804 *(agreeing with 25th Rumzan,* A. H. 1218).

(Signed) J. A. KIRKPATRICK,
Resident.

His Highness' Mark.



(True copy.)
(Signed) J. A. KIRKPATRICK,
Resident.

Partition Treaty of Hyderabad, with His Highness the Soobedar of the Deccan, dated the 28th April 1804.

Treaty for the settlement and general peace in Hindoostan and the Deccan, and for the confirmation of the friendship subsisting between the Honorable English East India Company and its allies His Highness the Soobedar of the Deccan and His Highness Rao Pundit Prudhan Peshwa Bahadoor, settled between the said Honorable Company and the said allies by Major JAMES ACHILLES KIRKPATRICK, *Resident at the Court of Hyderabad, in virtue of the powers delegated to him by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrich, one of His Majesty's Most Honorable Privy Council, Governor General in Council of all the British possessions, and Captain General of all the British land forces in the East Indies.*

Whereas, by the terms of the Treaty of peace concluded by Major General the Honorable Arthur Wellesley, on the part of the Honorable Company and its allies, with the Maharaja Sena Saheb Soobah, Raja of Berar, at Deogaum, on the 17th of December 1803, and with Maharaja Dowlut Rao Sindia, at Surje Anjungaum, on the 30th of that month, which Treaties have been duly ratified by the Governor General in Council, and by the allies of the British Government, certain forts and territories have been ceded by Maharaja Sena Saheb Soobah and by Maharaja Dowlut Rao Sindia, to the Honorable Company and its allies; and the following Articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government, and by the said allies.

ARTICLE I.

The province of Cuttack, including the port and District of Balasore, and all cessions, of every description, made by the second Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong, in perpetual sovereignty, to the Honorable English East India Company.

ARTICLE II.

The territories of which Maharaja Sena Saheb Soobah formerly collected the revenues, in participation with His Highness the Soobedar of the Deccan, and those formerly possessed by Maharaja Sena Saheb Soobah, to the Westward of the river Wurdha, ceded by the 3rd Article of the Treaty of Deogaum, and the territory situated to the Southward of the hills on which are the Forts of Nernula and Gawilgur, and to the Westward of the river Wurdha, stated by the fourth Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong, in perpetual sovereignty, to His Highness the

Soobedar of the Deccan, with the exception of the Districts reserved to Sena Saheb Soobah, in the fifth Article of the said Treaty of Deogaum.

ARTICLE III.

All the forts, territories, and rights of Maharaja Dowlut Rao Sindia in the Doab, or country situated between the Jumna and the Ganges, and all his forts, territories, rights, and interests, in the countries which are to the Northward of those of the Rajas of Jepoor and Jodhpoor, and of the Rana of Gohud, ceded by the second Article of the Treaty of Surje Anjungaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE IV.

The fort of Broach, and territory depending thereon, ceded by the third Article of the Treaty of Surje Anjungaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE V.

The fort and city of Ahmednuggur, together with such part of the territory depending thereon as is ceded by the third Article of the Treaty of Surje Anjungaum to the Honorable Company and its allies, shall belong, in perpetual sovereignty, to His Highness the Peshwa.

ARTICLE VI.

All the territories which belonged to Maharaja Dowlut Rao Sindia, before the commencement of the late war, situated to the Southward of the Hills called the Adjuntee Hills, including the Fort and District of Jalnapoor, the town and District of Gandapoor, and all other Districts between that range of hills and the river Godavuree, ceded by the fourth Article of the Treaty of Surje Anjungaum, to the Honorable Company and its allies, shall belong, in perpetual sovereignty, to His Highness the Soobedar of the Deccan.

ARTICLE VII.

All cessions made to the Honorable Company by any Treaties which have been confirmed by the ninth Article of the Treaty of Surje Anjungaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE VIII.

This Treaty, consisting of eight Articles, being this day, the 17th of Mohurrum (corresponding with the 28th of April), settled and concluded at Hyderabad, by Major James Achilles Kirkpatrick, with His Highness the Nuwab Asif Jah Meer Ukbur Ali Khan Bahadoor, Soobedar of the Deccan, the said Major

James Achilles Kirkpatrick has delivered to His said Highness a copy of the same, in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick; and His Highness the Nuwab Asif Jah Meer Ukbur Ali Khan Bahadoor has delivered to the said Major James Achilles Kirkpatrick another copy, also in Persian and English, bearing His Highness' seal and signature; and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble the Governor General in Council; on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East India Company, and on His Highness, and the copy of it now delivered to His said Highness the Nuwab Asif Jah shall be returned.

Done at Hyderabad, this 28th day of April, A. D. 1804 *(or 17th day of Mohurrum, Anno Hijree* 1219).

(Signed) J. A. KIRKPATRICK,
Resident.

Treaty with the Nizam, dated the 12th December 1822.

Treaty between the Honorable East India Company and His Highness the Soobedar of the Deccan, and his children, heirs, and successors, for the further confirmation of friendship and unity of interests, concluded through the Agency of CHARLES THEOPHILUS METCALFE, *Esquire, Resident at the Court of His said Highness, by virtue of full powers to that effect, vested in him by His Excellency the Most Noble Francis, Marquis of Hastings, Knight of the Most Noble Order of the Garter, Knight G. C. of the Most Honorable Order of the Bath, one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company to direct and control all their affairs in the East Indies, and Commander-in-Chief of His Majesty's and the Honorable Company's Forces.*

Whereas certain rights, forts, and territories, have come into the possession of the Honorable East India Company from the States of Nagpoor and Holkar, and in consequence of the reduction and occupation of the dominions of the Peshwa, the following Articles of Agreement for the settlement of the said rights, forts, and territories, have been concluded by the said Honorable Company and His said Highness the Soobedar of the Deccan.

ARTICLE I.

All former Treaties and Engagements between the two States, now in force, and not contrary to the tenor of this Treaty, shall be confirmed by it.

ARTICLE II.

The arrears of all claims and demands of Chouth, and of all other claims

whatever on the territories or Government of His Highness the Nizam, due by His said Highness to the Peshwa, are hereby declared to be extinguished, and His said Highness is released in perpetuity from the payment of all Chouth, of every description, on account of any part of his possessions.

ARTICLE III.

His Highness the Nizam being desirous of possessing certain of the Districts acquired by the late war, on account of their situation within the exterior line of His Highness' frontier, the following exchanges of territory are hereby agreed upon for His Highness' benefit and the mutual convenience of the contracting parties.

ARTICLE IV.

The Districts formerly belonging to the Peshwa, as specified in the Schedule A,* hereunto annexed, and estimated at the annual sum of Rupees 5,69,275-8-0, are hereby transferred, in perpetual sovereignty, to His Highness the Nizam.

ARTICLE V.

The Districts formerly belonging to the Raja of Nagpoor, according to the Schedule B,* hereunto annexed, and estimated at the annual sum of Rupees 3,13,743-8-0, together with the Forts of Gawilgur and Nernula, and the range of hills on which they are situated, shall belong, in perpetual sovereignty, to His said Highness.

ARTICLE VI.

The Districts of Umbur and Ellora, formerly belonging to Maharaj Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373, shall also belong, in perpetual sovereignty, to His said Highness.

ARTICLE VII.

His Highness the Nizam, on his part, hereby cedes to the Honorable Company, in perpetual sovereignty, the whole of his rights and possessions situated on the West or right bank of the river Seena, according to the Schedule C,† hereunto annexed, and also the whole of his rights and possessions situated within the District of Ahmednuggur, as detailed in the said Schedule, the whole being estimated at the annual sum of Rupees 4,31,785-3½.

ARTICLE VIII.

His Highness the Nizam also cedes, for the purpose of their being transferred, in perpetual sovereignty, to the Raja of Nagpoor, the whole of his participated rights and possessions situated on the East or left bank of the river Wurdha, according to the Schedule D,‡ annexed to the present Treaty, and estimated to produce an annual revenue of Rupees 75,000.

* For Schedules A and B, vide page 428.

† For Schedule C, vide pages 428 ad 430.

‡ For Schedule D, vide page 430.

ARTICLE IX.

Certain assignments of Chouth within the territory of His Highness the Nizam, to the estimated annual amount of Rupees one lac and twenty thousand, having been guaranteed to Appa Desaee and the Putwurdhuns, His Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honorable East India Company, in perpetuity.

ARTICLE X.

His Highness the Nizam also engages to confirm and continue all Inams and Wurshasuns, and all individual and charitable allowances of every description whatever, which may have been granted either on the Chouth payable by His Highness to the Peshwa, or on any portion of the Districts formerly belonging to the Peshwa and now acquired by His said Highness under the 4th Article of the present Treaty; provided those grants shall have been in force at the breaking out of hostilities with the Peshwa in the month of November 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's Proclamation,* dated the 11th of February 1818.

ARTICLE XI.

This Treaty, consisting of eleven Articles, having been this day settled by Charles Theophilus Metcalfe, Esquire, with the Nuwab Asif Jah Bahadoor, one copy thereof has been delivered to the said Nuwab, and the Nuwab, on his part, has delivered one copy of the same, duly executed by himself, to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from his Excellency the Governor General, in every respect the counterpart of this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

His Highness the Nizam's Seal.

Signed, sealed, and exchanged at Hyderabad, the 12th December A. D. 1822 (*27th Rubee-ool-Awul,* A. H. 1238).

(Signed) C. T. METCALFE,
S. S.

(Signed) HASTINGS.
„ J. ADAM.
„ J. FENDALL.
„ J. H. HARRINGTON.

Ratified by the Governor General in Council, at Fort William in Bengal, this 31st day of December 1822.

(Signed) GEORGE SWINTON,
Secretary to the Government.

* For this Proclamation, vide page

SCHEDULE A.

Schedule of the Districts formerly belonging to the Peshwa, and now transferred, by the IV. Article of the annexed Treaty, to His Highness the Nizam.

Oomurkhair	Total, Rs.	5,69,275	8 0
Julgaum			
Wyzapoor Swaraj			
Untoor do.			
22 Villages of Talooka Rakhshusbhoowun Swaraj			
Dharbary Swaraj			
Detached Villages			
Sheolee Peer			
Hirpoor Talooka			
Ghat Nandoor			
Sundry Villages			

SCHEDULE B.

Schedule of the Districts formerly belonging to the Raja of Nagpoor, and now transferred, by the 5th Article of the annexed Treaty, to His Highness the Nizam.

Akoat.	Rs.	3,25,000	8 0
Argaum			
Wurnair			
Bhutcooly			
Kutkall.			
Deduct the Revenue of Moongaum, held by Shreedhur Pundit and Jeshwunt Rao Ramchundru; half of the Village of Belkhaira, held by Jeshwunt Rao Ramchundru		11,257	0 0
Total, Rupees..		3,13,743	8 0

SCHEDULE C.

Schedule of the rights and possessions of His Highness the Nizam, situated on the West or right bank of the River Seena, and within the district of Ahmednuggur, the whole of which are now transferred, by the VII. Article of the annexed Treaty, to the Honorable Company.

West of the Seena.

In the Purguna of Mohol, Sirkar of Puranda:—

The Kusba, &c.
Koorwullee, &c.
Phool Chincholee.
Wurwul, &c.
Ram Higna.

In the Purguna of Raseen, Sirkar of Ahmednuggur:—

Koortee, &c.

In the Purguna of Pandé Pergaum, Sirkar of Ahmednuggur:—

Sawurgaum, &c.
Mentchgaum.
Siraul, &c.
Loonee, &c.

In the Purguna of Wangee, Sirkar of Puranda:—

Luhwa.
Kusba, &c.
Kunder.
Hitnowra.

In the Purguna of Mundroop, Sirkar of Solapoor:—

Mundroop, &c.
Meeree, &c.

In the Purguna of Tembhoornee, Sirkar of Puranda:—

Ahola, &c.
Wuralee.
Hutgaum.
Kusba of Tembhoornee.

In the Purguna of Chambhargonda, Sirkar of Ahmednuggur:

Patewarree, &c.
Kurgut.
Koondaiza.
Saitphul.
Korégaum.
Ghautgaum, &c.

In the Purguna of Kurewuleet, Sirkar of Ahmednuggur:—

Kusba of Nandnuj.
Kurmala.
Pargaon, &c.
Amba Jalgaon, &c.
Sheogaon, &c.
Marudgaum, &c.

In the Purguna of Burdol, Sirkar and Soobah of Beejapoor:—

Tanklee, &c.
Jujjeevunee, &c.
Churchan, &c.
Kodrée Kunnoor.
Chouth, and other Babs granted to the Putwurdhuns.

Part of the Village of Nandra.

In the Purguna of Oondurgaon:—
Sirkar of Puranda, Madhew, &c.

In the Purguna and Sirkar of Puranda:—

Koordoo, and 19 other Khalsa Villages.
Badlonee, and 11 other Villages.
Oopla.
Papnass.

Within the District of Ahmednuggur.

In the Purguna of Kurwa:—

Adulgaum.
Kolgaum.

In the Purguna of Jamkhair:—

Kurdla.
Jamkhair.
Lonee.
Pimpulgaon.
Sonegaon.
Sountany, attached to the Fort of Puranda.
Dhurungaon.

In the Turuf of Ranjungaon:—

Angurh.
Bhowsee.

In the Talooka of Khaim:—

Khaim.
Nimbory.

In the Talooka of Ahmednuggur:—

Khorgaum.
Muddurgaum.
Mandway.
Pargaum Kolha.
Balwarry.

In the Purguna of Pangree:—

*Bhatamray.	Chickroud.

In the Sirkar of Sungumnere:—

Rahtay.

In the Purguna of Newasa:—

Sulabutpoor.	Sooltanpoor.
Boorhampoor.	Kurmore.
Hingangaum.	Koontaphul.
Chanday.	Tondoolee.
Lohorwarry.	Sallut Wurgaon.
Dairhgaum.	Dewullamy.
Moreguhan.	Wankree.
Ballypondree.	Mallwarry.
Neembgaum.	Nimbay.
Pruvura Sungum.	Pukargaum.
Pathewully.	Khandlay Khaddlay.
Koorneet Sengway.	Amulnair.

Total within the district of Ahmednuggur, and on the West bank of the River Seena.....Rs. 4,31,785 3½ 0

SCHEDULE D.

Schedule of the participated rights and possessions of His Highness the Nizam, situated on the East or left bank of the River Wurdha, and now ceded by His said Highness, according to the 8th Article of the annexed Treaty, for the purpose of being transferred to the Raja of Nagpoor.

In the Purguna of Anvee, Sirkar of Gaweib.....
In the Purguna of Ashtee, Sirkar of Gaweib.....
In the Purguna of Amnair, Sirkar of Khairla.....

Total, Rs. 75,000 0 0

(Signed) G. SWINTON,
Secretary to the Government.

Engagement confirmatory of existing Treaties, passed to the Nizam by the Governor General of India, dated the 20th September 1831.

The friendship and union which have been so strongly and happily established from of old between the Honorable Company and the late Nuwab Asif Jah Moozuffur-ool-Mumalik Nizam-ool-Moolk Nizam-ood-Dowlah Nuwab Meer Ukbur Ali Khan Bahadoor Futteh Jung, (whose soul is in Paradise,) shall always continue on the same footing between His Highness Asif Jah Moozuffur-ool-Mumalik Nizam-ool-Moolk Nizam-ood-Dowlah Nuwab Meer Furkhoond Ali Khan Bahadoor, the eldest son and successor of the deceased Nuwab, and the said Honorable Company.

All existing Treaties, Engagements, or relations that were contracted or established between the two States during the time of the late Nuwabs, Nizam-ool Moolk Nuwab Meer Nizam Ali Khan Bahadoor, and Nizam-ool-Moolk Nuwab Meer Akbur Ali Khan Bahadoor, shall remain in full force, to all intents and purposes; accordingly, the Right Honorable the Governor General, on the part of the said Honorable Company, declares that the British Officers are effectually bound by the Engagements and Treaties aforesaid, and that, by the favor of God, the stipulations of the said Treaties and Engagements shall be duly observed till the end of time. In assurance whereof the Governor General has given in writing these few lines in the shape of an Engagement.

Signed and sealed at Simla, on the twentieth day of September 1831, A. D. *(answering to the 13th Rubee-oos-Sanee* 1247, A. H.), *and delivered in duplicate on the 17th day of October* 1831, *by Major* J. STEWART, *Resident at the Court of Hyderabad, to His Highness* NUWAB ASIF JAH MOOZUFFUR-OOL-MUMALIK MEER FURKHOOND ALI KHAN BAHADOOR FUTTEH JUNG, *Nizam of Hyderabad.*

Governor General's Seal.

(Signed) W. BENTINCK.

H. T. PRINSEP,
Secretary.

NOWANUGGUR.

Agreement entered into on the 27th January 1808, *by* JAM JUSAJEE, *Chief of Nowanuggur, renouncing in future, Piracy and all right to Wrecks.*

Be it known to all, that I, Jam Jusajee, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement, concluded by me on my part, and by Major ALEXANDER WALKER on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I (Jam Jusajee, of Nowanuggur) do in like manner for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person

living under my authority or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I (Jam Jusajee) do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Hon'ble Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Hon'ble Company.

Dated Poush Vud 30th Sumvut, 1864, *(January 27th* 1808, A. D.)

(Signed) ROODRAJEE RUGHOONATHJEE,
for JAM JUSAJEE.

Memorandum of Articles, acquiescence in which was demanded from the Jam of Nowanuggur on the 23rd February 1812, *and which was unreservedly given by that Chief on the same day.*

ARTICLE I.

The pecuniary demands of His Highness Mirza Rao Roydhun, of Kutch, must be answered according to an equitable decision.

ARTICLE II.

The whole of the port of Suryah, with its original boundaries, must be given up to the Gaekwar Government; the produce, whatever it is found to be, will be included in a lac of Rupees, to be added to your annual tribute. The revenue derivable by Khumbalia to be still realised upon the merchants of that place as formerly, and also upon goods sold by the Suryah people in Khumbalia.

ARTICLE III.

The Fort of Morpoor must be destroyed.

ARTICLE IV.

The Arab foreign Sebundy must be discharged, and only 300 of the oldest servants retained.

ARTICLE V.

As security for the Kutch Corees and for the discharge of the Sebundy, and their never being re-entertained, Fukeer Mahomed and Kureemshah, the principal Sirdars, must be securities. Should there ever be occasion to entertain Sebundy, the permission of Government must be obtained.

ARTICLE VI.

For the expense of the army 15 lacs of Corees are requisite.

ARTICLE VII.

The people who killed a British Officer at Gope, to be given up without reserve, and the gun and horse carried away to be restored.

ARTICLE VIII.

A fine of 5,000 Rupees to be paid for a breach of the Infanticide Engagements, and Bhat Charun security given to prevent *Infanticide in Nuggur and its dependencies.

ARTICLE IX.

The Purguna of Surufdur must be returned to the Dherol family, when the Company's Bahandary has expired; security given to this effect.

ARTICLE X.

The Geeras of any Geerasia that may have been bought or forced from the owner without the permission of Government, since the year 1864 (1807 A. D.), to be returned.

ARTICLE XI.

The Purguna of Ranpoor, fort and town, in all 12 villages, must be given to Koonwur Sutajee, and the Jumabundy payable to Government to be decided by the Gaekwar. The expense attendant on Sutajee seeking the Gaekwar's protection, reckoned at 8,000 Rupees, with any property of Sutajee's mother in the Jam's possession, to be returned upon oath, also Koonwur Sutajee's property which may have been kept.

ARTICLE XII.

The Nuzurana to His Highness Futteh Sing, amounting to 25,000 Rupees, to be paid.

ARTICLE XIII.

Failzamin of Bhat and Charun to be given, to the satisfaction of Government.

* Vide Separate Engagement, entered into by the Jam on this subject, entered at pages 236 & 237.

ARTICLE XIV.

One village to be given to Najee Jumadar in addition to his former one.

ARTICLE XV.

Any Baharwutias who may be in Nuggur to be sent to Camp, where their business will be settled, never to be protected again.

ARTICLE XVI.

All property stolen from the allied army in the Nuggur Talooka to be restored.

ARTICLE XVII.

A fine of one lac to the Gaekwar Government, for being compelled to erect batteries against Nuggur.

SUHEE. (Signature of the Jam.)

(True copy.)

(Signed) J. MACMURDO,
Lieutenant.

OODEPOOR.

(IN MEYWAR.)

Treaty with the Maharana of Oodepoor, dated the 13th January 1818.

Treaty between the Honorable the English East India Company and Maharana BHEEM SING, *Rana of Oodepoor, concluded by Mr.* CHARLES THEOPHILUS METCALFE, *on the part of the Honorable Company, in virtue of full powers granted by His Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, and by* THAKOOR UJEET SING, *on the part of the Maharana, in virtue of full powers conferred by the Maharana aforesaid.*

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the two States, from generation to generation, and the friends and enemies of one shall be the friends and enemies of both.

ARTICLE II.

The British Government engages to protect the Principality and territory of Oodepoor.

ARTICLE III.

The Maharana of Oodepoor will always act in subordinate co-operation with the British Government, and acknowledge its supremacy; and will not have any connexion with other Chiefs or States.

ARTICLE IV.

The Maharana of Oodepoor will not enter into any negotiation with any Chief or State without the knowledge and sanction of the British Government; but his usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharana of Oodepoor will not commit aggressions upon any one; and if by accident a dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

One-fourth of the revenues of the actual territory of Oodepoor shall be paid annually to the British Government as tribute, for five years; and after that term, three-eighths in perpetuity. The Maharana will not have connexion with any other Power on account of tribute; and if any one advance claims of that nature, the British Government engages to reply to them.

ARTICLE VII.

Whereas the Maharana represents that portions of the dominions of Oodepoor have fallen by improper means into the possession of others, and solicits the restitution of those places, the British Government, from a want of accurate information, is not able to enter into any positive engagement on this subject, but will always keep in view the renovation of the prosperity of the State of Oodepoor; and after ascertaining the nature of each case, will use its best exertions for the accomplishment of that object, on every occasion on which it may be proper to do so. Whatever places may thus be restored to the State of Oodepoor by the aid of the British Government, three-eighths of their revenues shall be paid in perpetuity to the British Government.

ARTICLE VIII.

The troops of the State of Oodepoor shall be furnished according to its means, at the requisition of the British Government.

ARTICLE IX.

The Maharana of Oodepoor shall always be absolute ruler of his own country, and the British jurisdiction shall not be introduced into that Principality.

ARTICLE X.

The present Treaty, of ten Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Thakoor Ujeet Sing Bahadoor, the ratifications of the same, by His Excellency the Most Noble the Governor General and Maharana Bheem Sing, shall be mutually delivered within a month from this date.

Done at Delhi, this 13th day of January, A. D. 1818.

(Signed) C. T. METCALFE. (Signed) THAKOOR UJEET SING.

Seal of C. T. Metcalfe, Esquire.

Governor General's Small Seal.

Seal of the Thakoor.

(Signed) HASTINGS.

Ratified by His Excellency the Governor General, this 22nd day of January 1818, in Camp, at Oochar.

(Signed) J. ADAM,
Secretary to the Governor General.

CHOTA OODEPOOR.

(IN THE REWA KANTA.)

Agreement entered into by the Raja of Chota Oodepoor on the 21st November 1822.

The Raja of Oodepoor acknowledges, that under the protection of the Honorable Company's Government, he has subscribed to the yearly payment of Ghas Dana to the Gaekwar Government, and that the following are the Articles for regular and systematic proceedings in future.

1st.—The Bheels or Koolies of the aforesaid Talooka shall in no case commit any injury to the Sow Kaira or Teelukwara, or any other Purgunas belonging to His Highness the Gaekwar, or to any Talooka or town under the protection of the Hon'ble Company. This Engagement is to be kept most rigidly, and in case of any depredations being committed and proved, the Oodepoor Chieftain to answer accordingly.

2nd.—The irregular, quarrelsome Mewasees, disobeyers and rebels against Government, incendiaries (Baharwutias), and others of such character, shall not

be sheltered, nor allowed to be sheltered, in the Oodepoor Purguna, nor any assistance be afforded them.

3rd.—No private quarrels shall be allowed to be prosecuted, but if any Talookdar has any difference with any Zumindar, the same shall be referred to the Hon'ble Company's Government, and the decision thereupon be final.

4th.—The public roads through the limits of the Oodepoor Talooka shall be protected from all interruptions of commerce or risks of personal safety.

5th.—It is most strictly agreed to for this Talooka, that in conformity with the orders of Government; no Opium shall be allowed to be smuggled, without the seal and pass of the Hon'ble Company, in the baggage of any travelling merchants; and if any Opium is found attempted to be smuggled, the said Opium shall be seized and reported to Government, and disposed of agreeably to the orders then received. These are the five Articles of Agreement by which affairs are in future to be guided, and in case of any breach of these Engagements, the Oodepoor Chieftain binds himself to answer the claim.

(Signed) RAWUL PRITHIRAJEE,
Raja of Chota Oodepoor.

Dated the 21*st November* 1822.

Translation of a Note addressed by MAHARAVUL GOOMANSINGJEE, *Chief of Chota Oodepoor in the Rewa Kanta, to* A. REMINGTON, *Esquire, Officiating* 1*st Assistant to the Political Commissioner for Guzerat, and Resident at Baroda, dated Chytur Wud* 5*th Sumvut* 1896, *(22nd April* 1840, A. D.)

Having taken into consideration the subject brought to my notice, regarding the abolition of Suttee, I shall, agreeably to the suggestion contained in your note, enjoin its discontinuance in the State of (Chota) Oodepoor.

Dated 22*nd April* 1840.

Seal of the Chief of Oodepoor.

PAHLUNPOOR.

Articles of Agreement entered into by FUTTEH KHAN, *Dewan of Pahlunpoor and Deesa, of his own free will, for the better government and security of the abovementioned Principalities, signed and delivered to Captain* WILLIAM MILES, *Political Agent on the part of the British Government, at Pahlunpoor, on the 28th November* 1817.

PREAMBLE.—That to place the territory depending on Pahlunpoor and Deesa in security from internal and external dissension and violence, to obviate the trouble so often occasioned to the British and Gaekwar Governments from the bad administration of the affairs of this petty State, and with a view to the improvement of the country, the following Articles of Agreement are entered into by me, and hereby confirmed.

ARTICLE I.

The British and Gaekwar Governments having been pleased to seat me on the Gadee of my father, and establish my authority over Pahlunpoor and Deesa, it is my desire, to the end that this State, which is in a ruinous condition, may be better governed, its security and tranquillity ensured, and a provision made for the discharge of arrears and debts, in which, from bad management, it has been involved, to receive the aid and advice of a respectable man in quality of Agent* from the part of the Gaekwar Government. He shall have full access to my revenue accounts, receipts, and expenditure, and I engage to follow his suggestions in all arrangements whatever relating to Government. It is indispensable that this Agent be such as shall possess the confidence of the British Government, and as his situation demands he should be disinterested, his salary must be liberal.

ARTICLE II.

I also agree to subsidize 250† horse, with a Sirdar to command them, the pay of the horse to be 30 Rupees each per mensem, and the Sirdar shall receive 600 Rupees per mensem. I require these troops to defend my country against enemies of every description, and to preserve it in peace and order. They are to be good horse, and always ready to act in a body against the refractory Shumsher Khan and his adherents, and in fact for all purposes, to secure the

* This Agent was afterward styled "Gaekwar Vukeel at Pahlunpoor," and the appointment being considered by the Bombay Government to be no longer requisite, it was finally ordered to be abolished on the 10th January 1848, and this arrangement was confirmed by the Honorable the Court of Directors on the 10th May following.

† Reduced to 150 horse, under the sanction of Government, dated the 2nd January 1818.

tranquillity of the country. They will not be employed without the concurrence of the Gaekwar Agent, and are not to be sent on revenue details without the orders of Government. When their service is not otherwise required, they are to be stationed near me for my personal protection.

ARTICLE III.

The Gate called Bahadoor Guj is to remain in charge of the Sirkar troops, 100 good infantry to be stationed there; and their rate of pay, 10 Rupees monthly each man, Jumadar included.

ARTICLE IV.

The horse, infantry, their Commander and the Agent, to be paid monthly, without deduction, and the banker who pays them shall have territory assigned to him for the discharge of their salaries.

ARTICLE V.

The Sirkar dues (Khundunee 50,000) per annum shall henceforward be paid punctually every year at Baroda. The arrears, 75,000 Rupees, shall be discharged in the course of the next year; but, in consideration that the country has suffered much from want of rain, the exaction of Shumsher Khan, and ravages of the Koolies, with the constant movement of troops through it lately, I hope Government will be indulgent in their expectations and claims, at least for the present.

ARTICLE VI.

From the impoverished condition of the country, and other claims on the Pahlunpoor State, the sums due to the Mahunt of Sidpoor cannot at present be discharged; but in the course of the next year, some arrangement, in concert with the Gaekwar Agent, shall be made for their gradual payment.

ARTICLE VII.

A misunderstanding having arisen between me and Shumsher Khan, in consequence of his violation of the Agreement made by him with Captain Carnac, Resident at Baroda, in Sumvut 1870 (or A. D. 1813), I retired to Sidpoor and complained to the Sirkar. The forces of the two Sirkars in consequence marched to this quarter, and Pahlunpoor was taken, and I have been reseated on the Gadee. I therefore consent to pay the expenses of the troops of both Sirkars, with the usual allowances for killed, wounded, loss of horses, &c. according to the orders of Government.

ARTICLE VIII.

Shumsher Khan is an offender and disobedient to the Sirkar. I engage, therefore, not to have any communication with him or his adherents; but should

Shumsher Khan submit himself, and the Government be pleased to grant him any allowance, I will pay it, agreeable to their commands.

ARTICLE IX.

I engage not to give protection to any offenders against either the British or Gaekwar Government, nor to allow them to remain in any part of my territory.

The whole of these Articles, nine in number, are delivered in by me to Government, and I engage to execute them punctually, and without diminution or difference. I shall act in all matters in strict conformity and obedience to the orders of the Sirkar; and I bind myself not to commit any insubordinate act, nor cause any disturbance. To this effect I give as my Fail Zamin the Nuwab of Summee and Radhunpoor Sher Khan Babee, and as Ar-Zamin the Rajpoor Gosavee Gokulpoor. If any deviation or difference occur in the execution of the foregoing nine Articles, they will be answerable, and correct me.

Sumvut 1874, *Kartik-vud* 4*th (agreeing with the* 18*th Mohurrum* 1233, *or the* 28*th November* 1817).

(Signed) FUTTEH KHAN.

Seal of Futteh Khan.

(True translation.)
(Signed) WILLIAM MILES,
Captain.

MEMORANDUM.—This Agreement was approved by the Bombay Government on the 2nd January 1818, with the exception of its being resolved that the quota of horse alluded to in Article II, should be reduced from 250 to 150.

Engagement entered into in September 1822, *by* FUTTEH KHAN, *Dewan of Pahlunpoor and Deesa, for prohibiting the Transit of* OPIUM *through his Territory.*

ARTICLE I.—The orders of the Sirkar being that no Opium shall be allowed to pass through the country, subject to their control, I, Futteh Khan, do hereby engage to the Sirkar, that no Opium shall be allowed to pass the limits of my District.

ARTICLE II.—A public Notification has been already issued to my Nakadars to that effect, but I now repeat my determination to use every exertion to put an entire stop to the transport of Opium through my Talooka, and because merchants and others may conceal Opium among other commodities, all packages shall be strictly examined previous to their being permitted to pass, and

should any Opium be found in them, it shall be immediately confiscated. In this matter I will not fail.

ARTICLE III.—I beg the favor that the Sirkar may be pleased to direct the Mehta stationed at this place to give his aid in the detection and prevention of the transit of Opium.

(Signed) FUTTEH KHAN.

MEMORANDUM.—The following additional Chiefs, whose territories are situated in Districts under the charge of the Political Superintendent, Pahlunpoor, subscribed to the above Engagement:—

1. The Nuwab of RADHUNPOOR.
2. The Chief of SOOEGAUM.
3. The Chief of THURAD.
4. The Chief of MORWARA.
5. The Chief of WARYE.
6. The Chief of CHARCHUT.
7. The Chief of TERWARA.
8. The Chief of DEODUR.
9. The Chief of BHABHUR.
10. The Chief of WOW.
11. The Chief of CHOORWAR.
12. The Chief of BEINUP.
13. The Chief of DANTA.*

PROCLAMATION AGAINST SUTTEE.

Proclamation issued by the Bombay Government on the 21st February 1848, forbidding the practice of the rite of Suttee in any of the Districts under the charge of the Political Superintendent at Pahlunpoor.

To all the Chiefs, Zumindars, Talookdars, and inhabitants, &c. It is well known to all, high and low, that throughout British India the rite of Suttee, as a sinful and an unjustifiable taking of life, has been, through the interposition of the British Government, totally abolished by Proclamation since 1829-30; and further, that in 1840 His Highness the Gaekwar, in the most meritorious manner, took this good work into his consideration, and abolished this improper rite throughout his dominions. In this manner has the abolition of Suttee been extended throughout British India, the Gaekwar's territories, and the Rewa and Mahee Kanta Sunsthans, whose Chiefs, in the most praiseworthy manner, unanimously followed the enlightened example of His Highness Syajee Rao.

Now in a like manner it is the positive intention of the British Government to prohibit Suttee in Pahlunpoor, Radhunpoor, Thurad, including Morwara,

* The affairs of this Chief are now under the control of the Political Agent in the Mahee Kanta.

Wow, Sooegaum, Charchut, Terwara, Deodur, Bhabhur, Joonawas and Nuwawas, Warye, Chorar, Thura, and the District of Kankruj,—in short, in every Estate which is under the superintendence of the Political Superintendent at Pahlunpoor; and hereby every one is apprized of the same, nor may any one after this plead ignorance of this prohibition. Therefore, strictly obeying this injunction, let every one use his utmost endeavours that Suttee be abolished throughout his respective bounds or jurisdiction, and every means taken to prevent it, if attempted; and be it understood, that any person, high or low, disobeying this order, by not preventing the rite, or by assisting in it, shall be considered as guilty in the eyes of Government of the gravest offence, and will render himself liable to the severest punishment.

By order of the Hon'ble the Governor in Council,

(Signed) A. MALET,
Chief Secretary to Government.

Bombay, 21*st February* 1848.

PENTH.

Translation of a Sunud given by the Peshwa to the Raja of Penth, dated Shuwal the first, Fuslee 1200 *(May, June,* 1790).

Your dependents, Raghoo Mukoond Poorohit, Abajee Shunkur Muzumdar, Krushnajee Sudasheo Furnuvees, and Soondur Shamjee, having represented that the Sunsthan has been sequestrated on account of debts due to Dhondo Mahadeo, and that you petition that the amount due be defined, and the Sunsthan restored, it is resolved that such shall be done.

The Nuzur to be received by the Sirkar on this occasion is Rupees 1,25,000; the sum for the payment of Dhondo Mahadeo's debt is fixed at Rs. 25,000; the total, viz. 1,50,000 Rupees, is to be taken, with the interest, at 9 annual instalments, 8 of which are fixed at 20,000 Rupees each, and the ninth at 15,000. The interest is thus to be divided: to Dhondo Mahadeo 4,166, to the Sirkar 20,834, making the total interest payable 25,000 Rupees. The Nuzur, as well as the debt, is to be paid to Dhondo Mahadeo for the public expenses, and a receipt to be taken from him for the amount in Nasik Rupees. It is further resolved that the Fort of Kuraee shall be retained by Government, and for its support the Purguna Hoorsoor also, which is estimated at 5,000 Rupees, and of which establishment Nurhur Gopal Joshee is appointed manager; to him, therefore, you will hand over the Ordnance, and other articles belonging to the fort, and take a receipt for the same; and having done so, live in peace and in the fear of Government, in the Sunsthan.

The above Sunud is for Chimnajee Dulput Rao, Raja of the Penth Sunsthan.

(True translation.)

(Signed) JOHN WARDEN.

PERSIA.

Firman granted to the Hon'ble East India Company on the 2nd July 1763, *by* SADIK KHAN, *Governor of Shiraz, for and on behalf of* KUREEM KHAN, *Chief Governor of all the Kingdoms of Persia, conceding certain commercial and other privileges.*

The great God having of his infinite mercy given victory unto KUREEM KHAN, and made him Chief Governor of all the Kingdoms of Persia, and established under him the peace and tranquillity of the said Kingdoms, by means of his victorious sword, he is desirous that the said Kingdoms should flourish, and re-obtain their ancient grandeur, by the increase of trade and commerce, as well as by a due execution of justice.

Having been informed that the Right Worshipful WILLIAM ANDREW PRICE, Esquire, Governor General for the English Nation in the Gulf of Persia, is arrived with power to settle a factory at Bushire, and has left Mr. BENJAMIN JERVIS Resident there, who, by directions from the said Governor General, has sent unto me Mr. THOMAS DURNFORD and STEPHEN HERMIT, Linguist, to obtain a grant of their ancient privileges in these Kingdoms, I do, of my free will and great friendship for the English nation, grant unto the said Governor General, in behalf of his King and Company, the following privileges, which shall be inviolably observed, and held sacred in good faith.

ARTICLE I.

That the English Company may have as much ground, and in any part of Bushire* they choose, to build a factory on, or at any other port in the Gulf; they may have as many cannon mounted on it as they choose, but not to be larger than 6 lbs. bore, and they may build factory houses in any part of the Kingdom they choose.

ARTICLE II.

No Customs shall be charged the English on any goods imported or exported by them at Bushire, or any other port in the Gulf of Persia, on condition that at no time they import or export other persons' goods in their names;

* Vide pages 95 ad 97.

they may also send their goods, Custom free, all over the Kingdoms of Persia; and on what goods they sell at Bushire or elsewhere, the Shaikh or Governor shall only charge the merchants an export Duty of 3 per cent.

ARTICLE III.

No other European nation, or other persons, shall import any woollen goods to any port on the Persian shore in the Gulf, but the English Company only; and should any one attempt to do it clandestinely, their goods shall be seized and confiscated.

ARTICLE IV.

Should any of the Persian merchants, or others, become truly indebted to the English, the Shaik, or Governor of the place, shall oblige them to pay it; but should he fail in his duty herein, the English Chief may do his own justice, and act as he pleases with the debtor or debtors, to recover what is owed by him or them.

ARTICLE V.

In all the Kingdoms of Persia, the English may sell their goods to and buy from whomever they judge proper; nor shall the Shaikh, or Governor of any ports or places prevent their importing or exporting any goods whatever.

ARTICLE VI.*

When any English ship or ships arrive at any ports in the Gulf of Persia, no merchants shall purchase from them any goods clandestinely, but with the consent and knowledge of the English Chief, there resident.

ARTICLE VII.

Should any English ship or vessel be driven on shore, unfortunately wrecked, or otherwise lost, in any part of the Gulf of Persia, the Shaikhs, or Governors of the adjacent places, shall not claim any share of the said wrecks, but shall assist the English all in their power in saving the whole or any part of the vessel or cargo.

ARTICLE VIII.

The English, and all those under their protection, in any part of the Kingdoms of Persia, shall have the free exercise of their religion, without molestation from any one.

ARTICLE IX.

Should soldiers, sailors, or slaves, desert from the English in any part of Persia, they shall not be protected or encouraged, but *bonâ fide* delivered up, but not be punished for the first or second offence.

ARTICLE X.

Wherever the English may have a factory in Persia, their linguists, brokers, and all other their servants, shall be exempt from all taxes and impositions

* The Bombay Government declined to accede to the provisions of this (the VI.) Article.

whatever, and be under their own command and justice, without any one interfering therein.

ARTICLE XI.

Wherever the English are settled, they shall have a spot of ground allotted them for a burying-ground; and if they want a spot for a garden, if the King's property, it shall be given them gratis; if belonging to any private person, they must pay a reasonable price for it.

ARTICLE XII.

The house that formerly belonged to the English Company at Shiraz I now re-deliver to them, with the garden and water thereto belonging.

Dated in Shiraz, 23rd Zilhuj 1176, *(or the 2nd July* 1763, A. D.)

On granting the above Firman, SADIK KHAN, *in behalf of* KUREEM KHAN, *requested that the five following Stipulations might be agreed to by the Honorable East India Company.*

ARTICLE 1st.*—That the English, according to what was formerly customary, shall purchase from the Persian merchants such goods as will answer for sending to England, or India, provided they and the Persians shall agree on reasonable prices for the same, and not export from Persia the whole amount of their sales in ready money, as this will impoverish the Kingdoms, and in the end prejudice trade in general.

ARTICLE 2nd.—That the English, wherever they are settled, shall not maltreat the Musulmen.

ARTICLE 3rd.*—What goods are imported by the English into Persia, they shall give the preference in sale of them to the principal merchants, and men of credit.

ARTICLE 4th.—The English shall not give protection to any of the King's rebellious subjects, nor carry them out of the Kingdom, but deliver any up that may desert to them, who shall not be punished for the first and second offence.

ARTICLE 5th.—The English shall at no time, either directly or indirectly, assist the King's enemies.

All our Governors of provinces, sea-ports, and other towns, are ordered to pay a strict obedience to these our orders, on pain of incurring our displeasure, and of being punished for their disobedience or neglect.

Dated in Shiraz, 23rd Zilhuj 1176, *(or the 2nd July* 1763, A. D.)

* The Bombay Government declined to be bound by the provisions of the 1st and 3rd of these Articles.

Firman granted to the Honorable East India Company by JAFFER KHAN, *dated the* 18*th January* 1788.

IN THE NAME OF THE ALMIGHTY AND GLORIOUS GOD.

And as we are always desirous that the merchants and Kafilas who have occasion to pass backwards and forwards in our dominions should do so in safety; that they should sleep in the cradle of security and confidence; and that they should transact all their business, as far as in us lies, without trouble or vexation:

Therefore the high exalted Firman has been issued forth, containing the strictest mandates to all Governors and Commanders of our towns and castles, to all our Sirdars, and to all Ryutdars, who receive Customs on the roads, that they do shew every favor to all persons employed by the English nation in our dominions for the purpose of merchandize, whether it be for importation or exportation, and that they be constantly vigilant in protecting them; and moreover that these, our above-mentioned servants, upon no account or pretence whatsoever, require any Customs, presents, or money, from the Agents of the English nation; but that it may so happen, that from a confidence in us, and from a full persuasion of not receiving any insult or vexation, they, the English, may be induced to pass backwards and forwards, and to trade in our dominions. And whenever they shall have disposed of the goods and merchandize which they may import for sale, they shall have full liberty to make their returns according to their own wishes.

And it is therefore necessary that our most honored friend, the English Balyoos at Busora, should perfectly understand that in this way our favor is equal in magnitude to whatever he can hope or desire; and it is moreover necessary, that in order to make trial thereof, he should encourage his nation to trade into Persia, and he has again our word that they shall do so in the fullest and most perfect security.

Again, whatever goods or merchandize the English nation shall import for sale, there shall be no restrictions put upon the sale thereof, but after their Agents shall have completed the sales and fulfilled the design of their journey, they shall have every protection granted them on their return; and again, upon our Royal word, there shall be no impositions laid upon them; for if ever, heretofore, there have been any impositions or vexations practised upon the English nation in Persia, it is our will that from this day they be abolished and forgotten.

And being persuaded of the sincerity of our most honored friend the Balyoos, we accept of his offer of services, and request of him to purchase immediately such rarities as are procurable at Busora, favoring us at the same time with the amount cost thereof, in order that we may order the same to be repaid to the person who shall be sent with them.

Let our friend, therefore, on all occasions rest satisfied of our favor and protection. Let him on all occasions make known to us his wishes and wants, and let the above for ever remain a compact between us.

Written on the eighth of the second Month of Rubia, in the year of Hijree one thousand two hundred and two (answering to the 18*th January* 1788).

(True translation from the original Firman).

(Signed) HARFORD JONES.

The Refuge of Supplicants, Jaffer, the son of Mahomed Sadik.

PERSIA.

Firman and Treaty, dated the 29th December 1800.

Translation of a Firman from FUTTEH ALI SHAH, *King of Persia, and of an annexed Treaty, concluded by* HAJEE IBRAHIM KHAN, *Prime Minister, on the part of the King of Persia, by whom he was fully empowered, and by Captain* JOHN MALCOLM, *on the part of the English Government, by virtue of powers delegated to him for that purpose by the Most Noble the Marquis Wellesley, K. P. Governor General of India, &c. &c. &c.*

FIRMAN.

IN THE NAME OF THE BELOVED AND GREAT GOD.

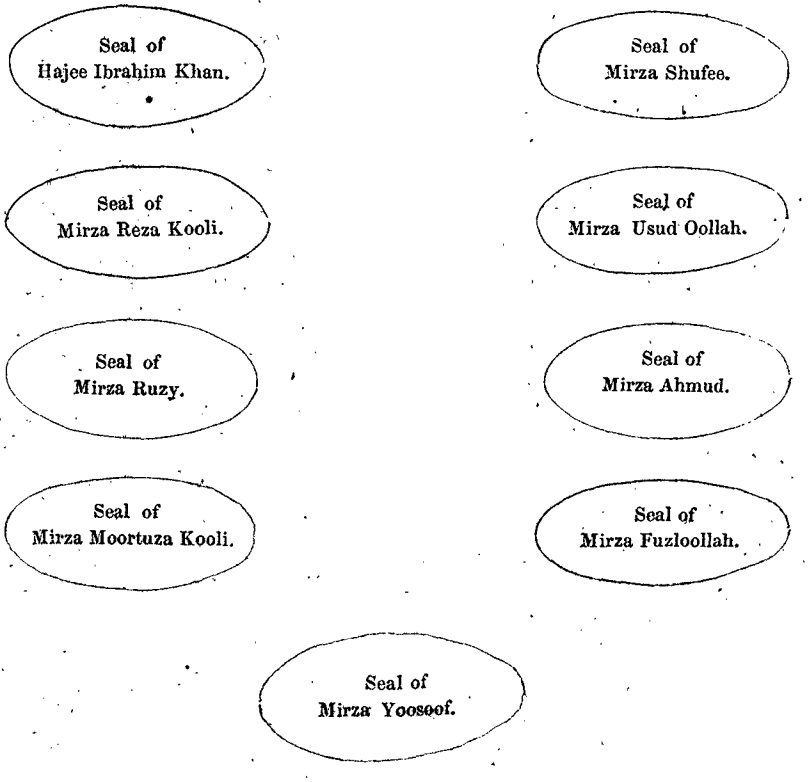
The King of Persia's Seal.

The earth is the Lord's. Our august commands are issued, that the high in rank, the exalted in station, the great rulers, officers, and writers of the ports, sea-coasts, and islands of the provinces of Fars and Khoozistan, do consider themselves as particularly honored and advanced by the royal favour; and whereas, at this period, the foundations of union and friendship have been cemented, and the habits of amity and intercourse have been increased between the Ministers of the Persian State, of eternal duration, and the Ministers of the high Government of the refulgent sun of the sky of royalty, greatness, and eminence, the sovereign of the countries of England and India; and as various Engagements and Treaties, calculated for duration and permanence, and for mutual good understanding, have been contracted, therefore this command,

from the palace of glory, requiring obedience, has been proclaimed, that you, high in rank, do cheerfully comply, and execute the clear sense and meaning of what has been established; and should ever any person of the French nation attempt to pass your ports or boundaries, or desire to establish themselves, either on the shores or frontiers, you are to take means to expel and extirpate them, and never to allow them to obtain a footing in any place, and you are at full liberty and authorized to disgrace and slay them. You are to look upon it as your duty, to aid and act in a friendly manner to all traders, merchants, and men of rank of the English nation: all such you are to consider as possessing the favor of the King; and you must act in conformity to the conditions of the annexed Treaty, that has been concluded between the trustworthy of the high State, the bracelet of the graceful Government, Hajee Ibrahim Khan, and the high in rank, Captain John Malcolm. View this as an obligation.

Dated the 12th of Shaban, in the year of the Hijree 1215 *(corresponding with the 29th of December,* A. D. 1800).

Sealed in the usual form, on the back of the Firman, by the following Ministers:—



Treaty annexed to the foregoing Firman.

PREAMBLE.—Praise be unto God, who said, "Oh you, who believe, perform your contracts, perform your covenants with God, when you enter into covenant with him, and violate not your engagements after the ratification thereof." After the voice is raised to the praise and glory of the God of the world, and the brain is perfumed with the scent of the saints and prophets (to whom be health and glory), whose rare perfections are perpetually chaunted by birds of the melodious notes, furnished with two, three, and four pair of wings, and to the highest seated in the heavens, for whom good has been predestinated, and the perfume mixed with musk, which scenteth the celestial mansions of those that sing hymns in the etherial sphere, and to the light of the flame of the most high, which gives irradiated splendour to the collected view of those who dwell in the heavenly regions, the clear meaning of (the Treaty) which has been established on a solid basis, is fully explained in this page, and it is fixed as a prescription of law, that in this world of existence and trouble, and in this universe of creation and concord, there is no action among those of mankind, that tends more to the perfection of the human race, or to answer the end of their being and existence, than that of cementing friendship, and of establishing intercourse, communication, and connexion between each other. The image reflected from the mirror of accomplishment is a tree fruitful and abundant, and one that produces good, both now and hereafter. To illustrate the allusions that it has been proper to make, and to explain these metaphors, worthy of exposition at this happy period of auspicious aspect, a Treaty has been concluded, between the high in dignity and the exalted in station, attended by fortune, of great and splendid power, the greatest among the high Viziers, in whom confidence is placed, the faithful of the powerful Government, the adorned with greatness, power, glory, splendour, and fortune, Hajee Ibrahim Khan, on being granted leave, and vested with authority from the port of the high King, whose Court is like that of Solomon, the asylum of the world, the sign of the power of God, the jewel in the ring of Kings, the ornament in the cheek of eternal empire, the grace of the beauty of sovereignty and royalty, the king of the universe, like Kahurman of the mansion of mercy and justice, the phœnix of good fortune, the eminence of never-fading prosperity, the King powerful as Alexander, who has no equal among the princes, exalted to majesty by the heavens in this globe, a shade from the shade of the most high, a Khoosrow whose saddle is the moon, and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed.

"Thy benevolence is universally dispensed; every where drops are scat-
"tered." "Thy kindness shadows cities; may God fix firm the basis of thy
"dominion, and may God fix and extend thy power over the servants of the
"Almighty!"

And the high in dignity, the great and able in power, the adorner of those acquainted with manners, Captain John Malcolm, (delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory and fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, lord of the countries of England and India; may God strengthen his territories, and establish his glory and commands upon the seas;) in the manner explained in his credentials which are sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India.

This Treaty between these two great States shall be binding on race after race, and the two Governments must ever, while the world exists, act in conformity to what is now settled.

ARTICLE I.

As long as the sun illuminating the circle of the two great contracting powers, shines on their sovereign dominions, and bestows light on the whole world, the beautiful image of excellent union shall remain fixed on the mirror of duration and perpetuity, the thread of shameful enmity and distance shall be cut, conditions of mutual aid and assistance between the two States shall be instituted, and all causes of hatred and hostility shall be banished.

ARTICLE II.

If the King of the Afghans should ever shew a resolution to invade India, which is subject to the Government of the Monarch (abovementioned), the Prince of high rank, the King of England, an army overthrowing mountains, furnished with all warlike stores, shall be appointed from the State of the conspicuous and exalted, high and fixed in power (the King of Persia), to lay waste and desolate the Afghan dominions, and every exertion shall be employed to ruin and humble the above-mentioned nation.

ARTICLE III.

Should it happen that the King of the Afghans ever becomes desirous of opening the gates of peace and friendship with the Government of the King (of Persia), who is in rank like Solomon, in dignity like Jumsheed, the shade of God, who has bestowed his mercy and kindness on the earth, when negociations are opened for an amicable adjustment, it shall be stipulated in the peace concluded, that the King of the Afghans, or his armies, shall abandon all design of attack on the territories subject to the Government of the King above mentioned, who is worthy of royalty, the King of England.

ARTICLE IV.

Should ever any King of the Afghans, or any person of the French nation, commence war and hostilities with the powerful of the ever-enduring State (of

the King of Persia), the rulers of the Government of the King (of England), whose Court is like heaven, and who has been before mentioned, shall (on such event) send as many cannon and warlike stores as possible, with necessary apparatus, attendants, and inspectors, and such supply shall be delivered over at one of the ports of Persia, whose boundaries are conspicuous, to the Officers of the high in dignity, the King of Persia.

ARTICLE V.

Should it ever occur, that an army of the French nation, actuated by design and deceit, attempts to settle, with a view of establishing themselves on any of the islands or shores of Persia, a conjunct force shall be appointed by the two high contracting States, to act in co-operation for their expulsion and extirpation, and to destroy and put an end to the foundation of their treason. It is a condition, if such event happens, and the conquering troops (of Persia) march, that the Officers of the Government of the King (of England), who is powerful as the heavens, and as before mentioned, shall load, transport, and deliver (for their service), as great a quantity of necessaries, stores, and provisions, as they possibly can. And if ever any of the great men of the French nation express a wish or desire to obtain a place of residence or dwelling on any of the islands or shores of the Kingdom of Persia, that they may there raise the standard of abode or settlement, such request or representation shall not be consented unto by the high in rank of the State encompassed with justice (the Government of Persia), and leave for their residing in such place shall not be granted.

While time endures, and while the world exists, the contents of this exalted Treaty shall remain, an admired picture in the mirror of duration and perpetuity, and submission to the fair image on this conspicuous page shall be everlasting.

Seal of Hajee Ibrahim Khan.

(Signed) JOHN MALCOLM,
Envoy

Seal of Captain Malcolm.

(A true translation.)
(Signed) JOHN MALCOLM,
Envoy.

Commercial Treaty, concluded with the King of Persia in January 1801.

Translation of a Firman from FUTTEH ALI SHAH, *King of Persia, (dated in the month of January* 1801), *and of an annexed Treaty, concluded by* HAJEE IBRAHIM KHAN, *Prime Minister, on the part of the King of Persia, by whom he was fully empowered, and by Captain* J. MALCOLM, *on the part of the English Government, by virtue of powers delegated to him for that purpose by the Most Noble the Marquis Wellesley, K. P., Governor General of India, &c. &c. &c.*

FIRMAN.

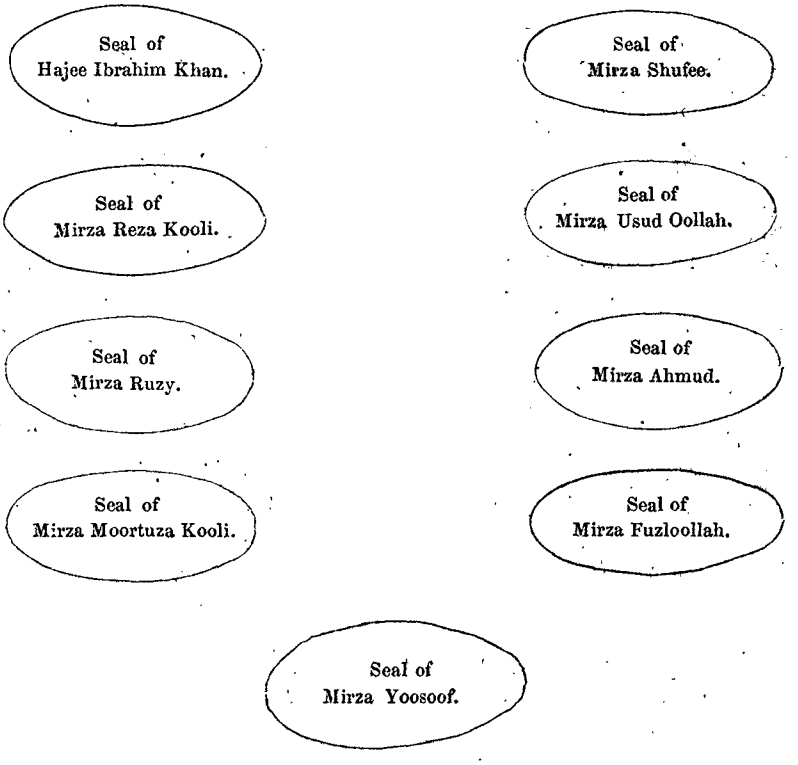
IN THE NAME OF THE BELOVED AND GREAT GOD.

The earth is the Lord's. Our august commands are issued, that the high in dignity, the exalted in station, the refuge of power and glory, the noble and great in authority, the Chiefs of high nobles the Buglurbegs, the Hakims, the Naibs, and Mootusuddees of the Kingdom under our protection, (who are raised by our Royal favor,) become acquainted, that at this period the dignified and eminent in station, the prudent, able, and penetrating, the greatest of the exalted followers of the Messiah, Captain John Malcolm, deputed from a glorious quarter, (from the Government of the King of England), whose Court resembles the firmament, an Emperor in dignity like Alexander, possessing the power of the globe; and from the repository of glory, greatness, and ability, endowed with nobility, power, and justice, (the Governor General of the Kingdom of Hindoostan,) for the purpose of establishing union and friendship between the two great States, has arrived at our threshold, founded on justice, and has been honored by admission to our Royal presence, of conspicuous splendour, and has expressed a desire, that the foundations of amity and union should be laid between the two States, that they should be connected together in the bonds of friendship and harmony, and that a constant

union and reciprocal good understanding should exist, we, from our august selves, have given our consent, and have granted the requests and desires of the high in rank above mentioned, and a Treaty, sealed with the seal of the Minister of our ever-enduring Government, has been given to him; and you, exalted in station, are positively enjoined of the necessity (after you become informed of our Royal and august order) for all of you acting in strict conformity with the conditions of the Treaty concluded and exchanged between the high in rank, the exalted in station, the great and glorious in power, near to the throne, in whom the Royal confidence is placed, Hajee Ibrahim Khan, and the high in rank, the Envoy (Captain J. Malcolm), whose titles have been before enumerated. Let no one act contrary to his high command, or to the contents of the annexed Treaty, and should it ever be represented to us, that any of the great nobles conduct themselves in opposition to the stipulations of this Treaty, or are in this respect either guilty or negligent, such will incur our displeasure and punishment, and be exposed to our Royal anger, which is like fire, and let them view this as an obligation.

Dated in the month of Shaban, in the year of the Hijree 1215 *(corresponding with the month of January,* A. D. 1801).

Sealed in the usual form, on the back of the Firman, by the following Ministers:—



Treaty annexed to the foregoing Firman.

PREAMBLE.—Praise be to God, who has said "Perform your Covenant, for the performance of your Covenant shall be inquired into hereafter."

As establishing the obligations of friendship between all mankind is a charge from the Almighty, and is a most laudable and excellent institution; and as the Creator is pleased, and the happiness and tranquillity of his creatures consulted by it, therefore at this happy period of auspicious aspect, a Treaty has been concluded between the high in dignity, the exalted in station, attended by fortune, of great and splendid power, the greatest among the high Viziers, in whom confidence is placed, the faithful of the powerful Government, the adorned with greatness, power, glory, splendour, and fortune, Hajee Ibrahim Khan, on being granted leave, and vested with authority from the port of the high King, whose Court is like that of Solomon, the asylum of the world, the sign of the power of God, the jewel in the ring of Kings, the ornament in the cheek of eternal empire, the grace of the beauty of sovereignty and royalty, the King of the universe, like Kahurman, the mansion of mercy and justice, the phœnix of good fortune, the eminence of never-fading prosperity, the King powerful as Alexander, who has no equal among the Princes, exalted to majesty by the Heavens in this globe, a shade from the shade of the most high, a Khoosrow whose saddle is the moon, and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed.

"Thy benevolence is universally dispensed, everywhere drops are scattered."

"Thy kindness shadows cities. May God fix firm the basis of thy dominion."

And the high in dignity, the great and able in power, the adorner of those acquainted with manners, Captain John Malcolm, delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory and fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, lord of the countries of England and India. May God strengthen his territories, and establish his glory and commands upon the seas! In the manner explained in his credentials, which are sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India, this Treaty between those two great Powers shall be binding on race after race, and the two Governments must ever, while the world exists, act in conformity to what is now settled.

ARTICLE I.

The merchants of the high contracting States are to travel and carry on their affairs in the territories of both nations, in full security and full confidence; and the Rulers and Governors of all cities are to consider it their duty to protect from injury their cattle and goods.

ARTICLE II.

The traders and merchants of the Kingdom of England or Hindoostan, that are in the service of the English Government, shall be permitted to settle in any of the sea-ports or cities of the boundless Empire of Persia (which may God preserve from calamity!) that they prefer, and no Government duties, taxes, or requisitions, shall ever be collected on any goods that are the actual property of either of the Governments: the usual duties on such to be taken from purchasers.

ARTICLE III.

Should it happen that either the persons or property (of merchants) are injured or lost by thieves or robbers, the utmost exertions shall be made to punish the delinquents, and recover the property. And if any merchant or trader of Persia evades or delays the payment of a debt to the English Government, the latter are authorized to use every possible mode for the recovery of their demands, taking care to do so in communication and with the knowledge of the ruler or governor of the place, who is to consider it as his duty to grant on such occasion every aid in his power. And should any merchants of Persia be in India attending to their mercantile concerns, the Officers of the English Government are not to prevent their carrying on their affairs, but to aid and favor them, and the above-mentioned merchants are to recover their debts and demands in the mode prescribed by the customs and laws of the English Government.

ARTICLE IV.

If any person in the Empire of Persia die indebted to the English Government, the ruler of the place must exert his power to have such demand satisfied before those of any other creditor whatever. The servants of the English Government resident in Persia, are permitted to hire as many domestic natives of that country as are necessary for the transaction of their affairs, and they are authorized to punish such in cases of misconduct in the manner they judge most expedient, provided such punishment does not extend to life or limb; in such cases the punishment to be inflicted by the ruler or governor of the place.

ARTICLE V.

The English are at liberty to build houses and mansions in any of the ports or cities of Persia that they choose, and they may sell or rent all such houses or mansions at pleasure. And should ever a ship belonging to the English Government be in a damaged state, in any of the ports of Persia, or one of Persia be in that condition in an English harbour, the chiefs and rulers of the ports and harbours of the respective nations are to consider it as their duty to give every aid to refit and repair vessels so situated; and if it happens that any of the vessels of either nation are sunk or shipwrecked in or near the ports or shores of either country, on such occasions whatever part of the property is recovered

shall be restored to their owners or their heirs, and a just hire is to be allowed by the owners to those who recover it.

Final Article.

Whenever any native of England or India, in the service of the English Government, resident in Persia, wishes to leave that country, he is to suffer obstruction from no person, but to be at full liberty to do so, and to carry with him his property.

The Articles of the Treaty between the two States are fixed and determined. That person who turns from God, turns from his own soul.

Seal of Hajee Ibrahim Khan.

(Signed) John Malcolm, Envoy.

Seal of Captain Malcolm.

Additional Articles.

It is further written in sincerity, that on iron, lead, steel, broad cloth, and purpetts, that are exclusively the property of the English Government, no Duties whatever shall be taken from the sellers—a duty not exceeding one per cent. to be levied upon the purchasers; and the duties, imports, and customs, which are at this period established in Persia and India (on other goods) are to remain fixed, and not to be increased.

The high in rank, Hajee Khuleel Khan Mulick-ool-Toojjar, is charged and entrusted with the arrangement and settlement of the remaining points relative to commerce.

Seal of Hajee Ibrahim Khan.

(Signed) John Malcolm, Envoy.

Seal of Captain Malcolm.

(A true translation.)
(Signed) John Malcolm.

Translation of the Firman or Credentials given by Futteh Ali Shah, *King of Persia, to his Prime Minister,* Hajee Ibrahim Khan, *to treat with Captain* John Malcolm, *Envoy from the Most*

Noble Marquis Wellesley, K. P., Governor General of India, &c. &c. &c.

IN THE NAME OF THE BELOVED AND GREAT GOD.

Be it known to Hajee Ibrahim Khan Alimaad Ood Dowlah, that Captain John Malcolm having been deputed from the English Government, and being arrived at our Royal Court, for the purpose of communicating to us certain proposals for cementing more strongly the bonds of friendship between the two States, he will, therefore, on the receipt of these our Royal commands, learn from Captain John Malcolm the nature of the proposals he has brought, and submit them to our Royal consideration, that whatever directions we may hereafter think proper to give may be carried into execution, and that every thing necessary for strengthening the ties of friendship between the two States may be granted; he will therefore consider it his duty to obey these commands.

Dated in the month of Rujub, 1215 *of the Hijree (corresponding to December and January*, A. D. 1800-1).

On the back of the copy of the Firman is as follows:—

"A true copy of the original, in the possession of this slave of hope (or asylum of the world)."

The Seal of
Hajee Ibrahim Khan.

(True translation.)
(Signed) JOHN MALCOLM,
Envoy.

Preliminary Treaty with Persia, concluded on the 12*th March* 1809.

PRELIMINARY TREATY.

IN THE NAME OF HIM WHO IS EVER NECESSARY, WHO IS ALL SUFFICIENT, WHO IS EVERLASTING, AND WHO IS THE ONLY PROTECTOR.

In these times, distinguished by felicity, the excellent Ambassador, Sir HARFORD JONES, *Baronet, Member of the Honorable Imperial Order of the*

Crescent, has arrived at the Royal City of Tehran, in quality of Ambassador from His Majesty the King of England (Titles), bearing His Majesty's Credential Letter, and charged with full Powers munited with the Great Seal of England, empowering him to strengthen the Friendship and consolidate the strict Union subsisting between the high States of England and Persia. His Majesty the King of Persia (Titles), therefore, by a special Firman, delivered to the said Ambassador, has appointed the most excellent and noble Lords MIRZA MAHOMED SHUFEE, *qualified with the Title of Moatumid ood Dowlah, his First Vizier, and* HAJEE MAHOMED HOOSEN KHAN, *qualified with the Title of Ameen ood Dowlah, one of the Ministers of Record, to be his Plenipotentiaries, to confer and discuss with the aforesaid Ambassador of His Britannic Majesty, all Matters and Affairs touching the formation and consolidation of Friendship, Alliance, and strict Union between the two high States, and to arrange and finally to conclude the same for the benefit and advantage of both Kingdoms. In consequence whereof, after divers meetings and discussions, the aforesaid Plenipotentiaries have resolved that the following Articles are for the benefit and advantage of both the high States, and hereafter to be accordingly for ever observed:—*

ARTICLE I.

That as some time will be required to arrange and form a Definitive Treaty of Alliance and Friendship between the two high States, and as the circumstances of the world make it necessary for something to be done without loss of time, it is agreed these Articles, which are to be regarded as preliminary, shall become a basis for establishing a sincere and everlasting Definitive Treaty of strict Friendship and Union; and it is agreed that the said Definitive Treaty, precisely expressing the wishes and obligations of each party, shall be signed and sealed by the same Plenipotentiaries, and afterwards become binding on both the high contracting parties.

ARTICLE II.

It is agreed that the Preliminary Articles, formed with the hand of truth and sincerity, shall not be changed or altered, but there shall arise from them a daily increase of friendship, which shall last for ever between the two most serene Kings, their heirs, successors, their subjects, dominions, provinces, and countries.

ARTICLE III.

His Majesty the King of Persia judges it necessary to declare, that from the date of these Preliminary Articles every Treaty or Agreement he may have made with any one of the Powers of Europe, becomes null and void, and that

he will not permit any European force whatever to pass through Persia, either towards India, or towards the ports of that country.

ARTICLE IV.

In case any European forces have invaded, or shall invade the territories of His Majesty the King of Persia, His Britannic Majesty will afford to His Majesty the King of Persia a force, or, in lieu of it, a subsidy, with warlike ammunitions, such as guns, muskets, &c., and Officers, to the amount that may be to the advantage of both parties, for the expulsion of the force invading; and the number of these forces, or the amount of the subsidy, ammunition, &c. shall be hereafter regulated in the Definitive Treaty. In case His Majesty the King of England shall make peace with such European Power, His Britannic Majesty shall use his utmost endeavours to negociate and procure a peace between His Persian Majesty and such Power. But if (which God forbid) His Britannic Majesty's efforts for this purpose should fail of success, then the forces or subsidy, according to the amount mentioned in the Definitive Treaty, shall still continue in the service of the King of Persia as long as the said European Forces shall remain in the territories of His Persian Majesty, or until peace is concluded between His Persian Majesty and the said European Power. And it is further agreed, that in case the dominions of His Britannic Majesty in India are attacked or invaded by the Afghans or any other Power, His Majesty the King of Persia shall afford a force for the protection of the said dominions, according to the stipulations contained in the Definitive Treaty.

ARTICLE V.

If a detachment of British Troops has arrived from India, in the Gulf of Persia, and by the consent of His Persian Majesty, landed on the island of Karrak, or at any of the Persian ports, they shall not in any manner possess themselves of such places; and, from the date of these Preliminary Articles, the said detachment shall be at the disposal of His Majesty the King of Persia, the amount of which shall be settled in the Definitive Treaty.

ARTICLE VI.

But if the said Troops remain, by desire of His Majesty the King of Persia, either at Karrak, or any other port in the Gulf of Persia, they shall be treated by the Governor there in the most friendly manner, and orders shall be given to all the Governors of Farsistan, that whatever quantity of provisions, &c. may be necessary, shall, on being paid for, be furnished to the said Troops, at the prices of the day.

ARTICLE VII.

In case war takes place between His Persian Majesty and the Afghans, His

Majesty the King of Great Britain shall not take any part therein, unless it be at the desire of both parties to afford his mediation for peace.

ARTICLE VIII.

It is acknowledged the intent and meaning of these Preliminary Articles are defensive; and it is likewise agreed, that as long as these Preliminary Articles remain in force, His Majesty the King of Persia shall not enter into any engagements inimical to His Britannic Majesty, or pregnant with injury or disadvantage to the British territories in India.

This Treaty is concluded by both parties, in the hope of its being everlasting, and that it may be productive of the most beautiful fruits of friendship between the two most serene Kings.

In Witness whereof, we, the said Plenipotentaries, have hereunto set our Hands and Seals, in the Royal City of Tehran, this twelfth day of March, in the year of our Lord one thousand eight hundred and nine, answering to the twenty-fifth of Mohurrum ool Hardm, in the year of the Hijree one thousand two hundred and twenty-four.

(L. S.) MAHOMED SHUFEE.
(L. S.) MAHOMED HOOSEN.
(L. S.) HARFORD JONES.

Definitive Treaty with Persia, concluded on the 25th November 1814.

DEFINITIVE TREATY.

PRAISE BE TO GOD, THE ALL-PERFECT AND ALL-SUFFICIENT.

These happy leaves are a nosegay plucked from the thornless garden of concord, and tied by the hands of the Plenipotentiaries of the two great States, in the form of a Definitive Treaty, in which the Articles of Friendship and Amity are blended.

Previously to this period, the high in station Sir HARFORD JONES, *Baronet, Envoy Extraordinary from the British Government, came to this Court to form an Amicable Alliance, and in conjunction with the Plenipotentiaries of*

Persia, their Excellencies (titles) MIRZA MAHOMED SHUFEE, *and* HAJEE MAHOMED HOOSEN KHAN, *concluded a Preliminary Treaty,* the particulars of which were to be detailed and arranged in a Definitive Treaty, and the above-mentioned Treaty, according to its Articles, was ratified by the British Government.*

Afterwards, when His Excellency Sir GORE OUSELEY, *Ambassador Extraordinary from His Britannic Majesty, arrived at this exalted and illustrious Court, for the purpose of completing the relations of amity between the two States, and was invested with full powers by his own Government to arrange all the important affairs of friendship, the Ministers of this victorious State, with the advice and approbation of the above-mentioned Ambassador, concluded a Definitive Treaty, consisting of fixed Articles and Stipulations.*

That Treaty having been submitted to the British Government, certain changes in its Articles and provisions, consistent with friendship, appeared necessary, and HENRY ELLIS, *Esquire, was accordingly dispatched to this Court, in charge of a letter explanatory of the above-mentioned alterations. Therefore their Excellencies (titles) Mirza Mahomed Shufee, Prime Minister, (titles) Mirza Boozoorg Kayummukan, and (titles) Mirza Abdool Wuhab, Principal Secretary of State, were duly appointed and invested with full powers to negociate with the Plenipotentiaries of His Britannic Majesty,* JAMES MORIER, *Esquire, recently appointed Minister at this Court, and the above-mentioned* HENRY ELLIS, *Esquire. These Plenipotentiaries having consulted on the terms most advisable for this Alliance, have comprised them in XI. Articles.—What relates to Commerce, Trade, and other Affairs, will be drawn up, and concluded in a separate Commercial Treaty.†*

ARTICLE I.

The Persian Government judge it incumbent on them, after the conclusion of this Definitive Treaty, to declare all alliances contracted with European nations in a state of hostility with Great Britain, null and void, and hold themselves bound not to allow any European army to enter the Persian territory, nor to proceed towards India, nor to any of the ports of that country, and also engage not to allow any individuals of such European nations entertaining a design of invading India, or being at enmity with Great Britain, whatever, to enter Persia. Should any of the European powers wish to invade India by the road of Kharuzm, Tataristan, Bokhara, Sumurkund, or other routes, His Persian Majesty engages to induce the Kings and Governors of

* Vide pages 457 and 458.

† Vide pages 462 and 463.

those countries to oppose such invasion, as much as is in his power, either by the fear of his arms, or by conciliatory measures.

Article II.

It is agreed that these Articles, formed with the hand of truth and sincerity, shall not be changed or altered, but there shall arise from them a daily increase of friendship, which shall last for ever, between the two most Serene Kings, their Heirs, Successors, their Subjects, and their respective Kingdoms, Dominions, Provinces, and Countries; And His Britannic Majesty further engages not to interfere in any dispute which may hereafter arise between the Princes, Noblemen, and great Chiefs of Persia; and if one of the contending parties should even offer a province of Persia, with a view of obtaining assistance, the English Government shall not agree to such a proposal, nor, by adopting it, possess themselves of such part of Persia.

Article III.*

The purpose of this Treaty is strictly defensive, and the object is, that from their mutual assistance, both States should derive stability and strength; and this Treaty has only been concluded for the purpose of repelling the aggression of enemies; and the purport of the word "aggression" in this Treaty is an attack upon the territories of another State. The limits of the territories of the two States of Russia and Persia shall be determined according to the admission of Great Britain, Persia, and Russia.

Article IV.*

It having been agreed by an Article in the Preliminary Treaty concluded between the high contracting parties, that in case of any European nation invading Persia, should the Persian Government require the assistance of the English, the Governor General of India, on the part of Great Britain, shall

* Note.—Articles III. and IV. of this Treaty were formally annulled, with the consent of the Persian Government, in the month of August 1828, the following "Rukum" being passed on the occasion by His Royal Highness the Heir apparent to the Throne of Persia.

"Relative to the Articles III. and IV. of the Treaty between England and Persia, which was "concluded by Mr. Ellis, in the month Zilhuj, A. H. 1229, agreeably to the Engagements entered "into with your Excellency, that, in consequence of the sum of 200,000 Tomans, the currency of "the country, presented as an aid to Persia, in consideration of the losses she has sustained in the "war with Russia, We, the Heir apparent, vested with full powers in all matters connected with the "politics of this Nation, have agreed that the said two Articles shall be expunged, and have "delivered a Bond to your Excelleney, which is already in your hands.

"In the month of Zilkad Zikela, A. H. 1243, on our going to wait upon His Majesty, at Tehran, "in conformity with the Note addressed to your Excellency by Mirza Abool Husun Khan, the "Minister for Foreign Affairs, We were appointed sole Agent in this matter by His Majesty, with

comply with the wish of the Persian Government, by sending from India the force required, with Officers, ammunition, and warlike stores, or, in lieu thereof the English Government shall pay an annual subsidy, the amount of which shall be regulated in a Definitive Treaty, to be concluded between the high contracting parties, it is hereby provided that the amount of the said subsidy shall be two hundred thousand (200,000) Tomans annually. It is further agreed, that the said subsidy shall not be paid in case the war with such European nation shall have been produced by an aggression on the part of Persia; and since the payment of the above subsidy will be made solely for the purpose of raising and disciplining an army, it is agreed that the English Minister shall be satisfied of its being duly applied to the purpose for which it is assigned.

Article V.

Should the Persian Government wish to introduce European discipline among their troops, they are at liberty to employ European Officers for that purpose, provided the said Officers do not belong to nations in a state of war or enmity with Great Britain.

Article VI.

Should any European Power be engaged in war with Persia, when at peace with England, His Britannic Majesty engages to use his best endeavours to bring Persia and such European Power to a friendly understanding. If, however, His Majesty's cordial interference should fail of success, England shall still, if required, in conformity with the stipulations in the preceding Articles, send a force from India, or, in lieu thereof, pay an annual subsidy of two hundred thousand Tomans, for the support of a Persian army, so long as a war in the supposed case shall continue, and until Persia shall make peace with such nation.

" unlimited authority; therefore, as the Government of England, through the medium of Colonel " Macdonald, have afforded us the assistance of 200,000 Tomans, We, the Representative of the " King, have, on this day, the 14th of the month Suffur, and the 24th of the Christian month " August (A. D. 1828), annulled the two obnoxious Articles of our propitious Treaty. The Envoy, " considering this Document as a ratification on the subject of the two Articles, will know that it is " liable to no further comment from the Ministers of the Shah's Court.

" 14*th of Suffur*, A. H. 1244."

Seal of His Royal Highness Abbas Mirza.

This Rukum was ratified by His Majesty the Shah of *Persia*, on the 25th August 1828.

ARTICLE VII.

Since it is the custom of Persia to pay the troops six months in advance, the English Minister at that Court shall do all in his power to pay the subsidy in as early instalments as may be convenient.

ARTICLE VIII.

Should the Afghans be at war with the British nation, His Persian Majesty engages to send an army against them, in such force and in such manner as may be concerted with the English Government. The expense of such an army shall be defrayed by the British Government, in such manner as may be agreed upon at the period of its being required.

ARTICLE IX.

If war should be declared between the Afghans and Persians, the English Government shall not interfere with either party, unless their mediation to effect a peace shall be solicited by both parties.

ARTICLE X.

Should any Persian subject of distinction, showing signs of hostility and rebellion, take refuge in the British dominions, the English Government shall, on intimation from the Persian Government, turn him out of their country; or if he refuse to leave it, shall seize and send him to Persia.

Previously to the arrival of such fugitive in the English territory, should the Governor of the district to which he may direct his flight receive intelligence of the wishes of the Persian Government respecting him, he shall refuse him admission. After such prohibition, should such person persist in his resolution, the said Governor shall cause him to be seized and sent to Persia, it being understood that the aforesaid obligations are reciprocal between the contracting parties.

ARTICLE XI.

Should His Persian Majesty require assistance from the English Government in the Persian Gulf, they shall, if convenient and practicable, assist him with ships of war and troops. The expenses of such expedition shall be accounted for and defrayed by the Persian Government, and the above ships shall anchor in such ports as shall be pointed out by the Persian Government, and not enter other harbours without permission, except from absolute necessity.

A Definitive Treaty* between the two States having formerly been prepared, consisting of twelve Articles, and certain changes, not inconsistent with

* MEMORANDUM.—The proposed "Definitive Treaty" alluded to, the draft of which was dated the 14th March 1812, not having been ratified, and having, moreover, been superseded by this Definitive Treaty, is omitted from this compilation.

friendship, having appeared necessary, we, the Plenipotentiaries of the two States, comprising the said Treaty in eleven Articles, have hereunto set our hands and seals, in the Royal city of Tehran, this twenty-fifth day of November 1814, A. D. (in the year of the Hijree one thousand two hundred and twenty-nine).

(Signed)

L. S. JAMES MORIER.

L. S. MAHOMED SHUFEE.

L. S. HENRY ELLIS.

L. S. ABDOOL WUHAB.

L. S. ISAISE.

(A true copy.)

(Signed) HENRY WILLOCK,

His Britannic Majesty's Chargé d'Affaires at the Court of Persia.

Firman from the Shah of Persia, dated $\frac{July}{August}$ 1823.

Translation of a Firman from His Majesty FUTTEH ALI SHAH *of Persia, to His Royal Highness* HOOSEN ALI MIRZA, *Governor General of Fars.*

This auspicious Firman is issued to inform our beloved and renowned son, Hoosen Ali Mirza, the Governor General of Fars, that the British Agent at the Court has represented to our Ministers, that the Officers of the Customs of Fars and the ports have commenced to exact a Duty on horses purchased in Persia by British subjects for exportation to their own country. According to his statement, this regulation did not formerly exist, and in consideration of the friendship between the two States, which has rendered their interests inseparable, it is our wish in every respect to cultivate the present alliance; therefore our beloved son is ordered to give instructions, both with regard to horses, and other property and goods belonging to British subjects, that no Duties shall in future be levied on them, excepting such as long established usages authorize.

You are enjoined to pay the fullest attention to the purport of this Firman, and not only to prevent the subjects of the British Government from suffering any injustice or molestation, but to extend them every protection and indulgence.

Seal of His Majesty Futteh Ali Shah.

(True translation.)

(Signed) GEORGE WILLOCK

Dated Zilkad 1238 *(corresponding with July and August* 1823).

Treaty of Commerce between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Majesty the Shah of Persia, dated the 28th October 1841.

PREAMBLE.—Whereas, by the benign favor of the One Almighty God, whose bounties are infinite, from the day on which the Treaty of friendship and attachment was concluded between the glorious States of Great Britain and Persia, the renowned and just Sovereigns of the two everlasting States, have day by day, and at all times, attended to and observed the whole of its Articles and stipulations, and have caused the subjects of both Governments to enjoy all its benefits and advantages, except the Treaty of Commerce, which, in the Preamble of the Treaty of the year one thousand eight hundred and fourteen, the two Governments engaged to conclude, and which, up to this time, for certain reasons, has been postponed, and left unfinished; therefore, in this fortunate year, that all the stipulations of the auspicious Treaty may be fulfilled, His Majesty, the Shah of Persia, has appointed His Excellency HAJEE MIRZA ABOOL HUSUN KHAN, His Majesty's Secretary of State for Foreign Affairs, to be his sole Plenipotentiary, and Her Majesty the Queen of Great Britain and Ireland, and Sovereign of India, has appointed Sir JOHN MCNEILL, Knight Grand Cross of the Most Honorable Order of the Bath, Her Majesty's Envoy Extraordinary and Minister Plenipotentiary to the Court of Persia, to be Her sole Plenipotentiary; and the said Plenipotentiaries having concluded a Commercial Treaty in these two Articles, have annexed and united it to the original Treaty, that, by the aid of God, it may henceforth be observed between the two Governments, and be a source of advantage to the subjects of both.

ARTICLE I.

The merchants of the two mighty States are reciprocally permitted and allowed to carry into each other's territories their goods and manufactures of every description; and to sell or exchange them in any part of their respective countries; and on the goods which they import or export, Custom Duties shall be levied, that is to say, on entering the country, the same amount of Custom Duties shall be levied, once for all, that is levied on merchandize imported by the merchants of the most favored European nations; and at the time of going out of the country, the same amount of Custom Duties which is levied on the merchandize of the merchants of the most favored European nations, shall be levied from the merchants, subjects of the high contracting parties; and except this, no claim shall be made upon the merchants of the two States, in each other's dominions, on any pretext, or under any denomination; and the merchants or persons connected with, or dependent upon the high contracting parties in each other's dominions, mutually shall receive the same aid and support, and the same respect, which is received by the subjects of the most favored nations.

ARTICLE II.

As it is necessary for the purpose of attending to the affairs of the merchants of the two parties respectively, that from both Governments, Commercial Agents should be appointed to reside in stated places, it is therefore arranged that two commercial Agents, on the part of the British Government, shall reside, one in the Capital, and one in Tabriz, and in those places only; and on this condition, that he who shall reside at Tabriz, and he alone, shall be honored with the privileges of Consul General. And as for a series of years a Resident of the British Government has resided at Bushire, the Persian Government grants permission that the said Resident shall reside there as heretofore; and in like manner two commercial Agents shall reside on the part of the Persian Government, one in the Capital of London, and one in the port of Bombay, and shall enjoy the same rank and privileges which the commercial Agents of the British Government shall enjoy in Persia.

This Commercial Treaty, we, the Plenipotentiaries of the high contracting parties, have agreed to; and in witness thereof, have set thereunto our hands and seals, at the Capital city of Tehran, this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-one (corresponding to the twelfth of the month Rumzan, in the year of the Hijree 1257).

(Signed) JOHN M^cNEILL,
Envoy and Minister Plenipotentiary
at the Court of Persia.

Seal of Mirza Aboul Husun Khan, Minister for Foreign Affairs.

MEMORANDUM.—This Treaty was ratified on the same day (the 28th October 1841) by His Majesty the Shah of Persia.

Translation of a Firman relating to Bankruptcies, issued by the Persian Government for the protection of British Merchants, at the instance of Colonel SHEIL, *Her Majesty's Chargé d'Affaires at Tehran, dated Jumadee-ool-Awul* 1260, *Hijree (corresponding with May and June* 1844).

This, that the high in rank, (with other usual titles) Hoosen Khan, Adjutant Bashee, Governor of the Province of Yezd, honored and exalted by the increasing favor of His Majesty, may know, that the Ministers of the British Government having, from a high sense of justice, certified, that with reference to the property remaining with bankrupts and insolvents, to be proportionably distributed and divided among their creditors, the subjects of the exalted Persian and British Governments, the dependents of that Government (British) shall

not on this head receive the slightest favor or distinction; and having at the present time requested, through the medium of their Chargé d'Affaires, His Excellency Colonel Sheil, that suitable regulations comprehended in certain Articles, not incompatible with the religion of Islam, should be passed for the protection of merchants, the dependents of the British Government, from all kinds of deceptions, frauds, and evil designs on the part of the insolvent and fraudulent bankrupt, and His Persian Majesty being earnestly desirous that foreign nations and merchants, the subjects of other States in the protected territories of the Shah in Shah, should be secured from every evil design of the insolvent and fraudulent bankrupt; accordingly these commercial regulations, which have been arranged between the Ministers of the Persian Government, and His Excellency Colonel Sheil, the British Chargé d'Affaires, and have received the auspicious approval and approbation of His Majesty, are written and detailed for the information of that high in rank, &c. (Hoosen Khan the body of this document.

ARTICLE I.

All Deeds of Purchase and Sale, Bonds, &c. shall henceforth be registered in the respectable (Deewan Khaneh) Courts of Equity, in the special Dufturs (Records) which are returned by the Governor of each Province, sealed with the Government Seal, in the said Dufturs, all claims should, according to their respective dates and numbers, be entered. The dates and numbers of the Dufturs (Entries) should also be inscribed on the face of the agreement. The pages of the Dufturs should be numbered, and should contain no emendations or erasures.

ARTICLE II.

Agreements which have been rendered valid by registry in the large Duftur, should be again separately written in the Deewan Khaneh, in alphabetical order, together with the names of the contracting parties, and a numerical list of the large Dufters be framed.

ARTICLE III.

Should there exist in one spot two Bonds in the shape of claims for money, which have been duly registered in the Deewan Khaneh, that, whose entry in the Deewan Khaneh shall bear the older date, shall be first executed. This condition not to supersede those regulations relative to the proportional division of property, which are to have effect at the period of bankruptcy.

ARTICLE IV.

The registry of Agreements is not essential, but Bonds which, according to regulation, have been rendered valid by registry in the Deewan Khaneh, shall especially be held of greater validity over external Bonds (contracted independently), which shall not be executed until the execution of those Bonds which

have been duly registered in the Deewan Khaneh shall have taken place; such independently contracted Bonds may be brought to, and registered in, the Deewan Khaneh during the space of one year.

ARTICLE V.

Whoever shall (desire to) sell or place in pledge his immovable property shall give into the hands of the purchaser a deed of sale or (بیجاق) transfer; should he not pay the money at the time agreed upon, he shall cause it to be put up to sale, and the Deewan Khaneh, previous to registering and rendering valid such agreement of purchase or sale, shall ascertain that its deed of sale or transfer has been delivered into the hands of the purchaser, and that the said real estate has not been sold nor given in pledge or security to some other person.

ARTICLE VI.

The payment of the money of a Bond shall not be (considered) proved until both creditor and debtor shall have attached their seals and signatures to the Bond, that the whole of the money has been received; otherwise, at the time of emergency, it will be necessary to establish the settlement of the debt by producing evidence and making affidavit.

ARTICLE VII.

On the death of a debtor, the creditors shall have the right of claiming their money from the heirs of the deceased, previous to the maturity of the Bond or promissory note, and the heirs to the property of the deceased shall satisfy those claims.

ARTICLE VIII.

Every trader and merchant who shall appear insolvent shall make affidavit that he has not secreted any of his property; and shall establish (prove) his insolvency; so, also, his partners and agents shall take oath that they have not secreted any of his property.

ARTICLE IX.

Such bankrupt shall not be at liberty until he shall have afforded bail for his appearance, and the Magistrate shall distrain the effects of the bankrupt, and those of his children and women; but, in the event of its being proved that he has become owner of such property subsequent to his insolvency, whatever belonging to his relatives, and in which the bankrupt has no concern whatever, which has reached them as inheritance, or as the product of a separate trade or profession, or which has passed away to the husbands as the dowries of the daughters, shall be free from distraint.

ARTICLE X.

If the bankruptcy has been caused by accidental fire or shipwreck, proven, or by robbery by enemies, then, in that case, bail shall not be required.

ARTICLE XI.

The punishment of the fraudulent bankrupt shall be the same as that (laid down) for the thief and liar, and the authority to mitigate punishment in certain exceptions shall rest with the King only. The fraudulent bankrupt shall be imprisoned during the period of investigation and shall not (be permitted) to hold communication with any one, even his own Governors. All his property shall be distrained, and he may not a second time engage in trade, nor be (a Mabashir Kar) an Agent in business. Similar punishment shall be inflicted upon his accomplices, and those persons who may have secreted his property.

ARTICLE XII.

Agreements entered into by an insolvent after his insolvency has appeared and been proven, shall be null and void, and in like manner all deeds of gift drawn out after his insolvency shall be null and void.

ARTICLE XIII.

The division of the property of a bankrupt among his creditors shall take place after the lapse of four months. If the effects of the bankrupt are of a kind (liable) to be speedily injured or destroyed, such as cattle, articles of food, &c. they shall, without delay, be turned into money. Merchandize which, after the publication of his insolvency, may be sent to the bankrupt, shall be distrained in the Custom House, and sent to the Deewan Khaneh, and in like manner, letters of whatever kind, to the address of the bankrupt, indicative of absence of the truth of his insolvency, shall be taken to the Deewan Khaneh.

ARTICLE XIV.

The bankrupt not having satisfied all claims against him, shall still be considered a debtor. His creditors shall, of their own accord, allow him time on account of the remainder of their claims, and in the interim, whatever he may obtain or become heir to shall be given up in payment of his debts.

ARTICLE XV

Should there be any discrepancy between the entry in the Duftur and the Bond itself, and the Deewan Khaneh have erroneously made the Registry, it, the Deewan Khaneh, shall make good the debts of the insolvent.

ARTICLE XVI.

Those reckoned fraudulent bankrupts are of the following description:—1st, Those who cannot establish their insolvency nor give a public account of the money and effects they have received from others. 2nd, Those who, whether

secretly or openly, convey merchandize to their homes. 3rd, Those who, aware of their insolvency, shall, after the same having become apparent, make gifts with a view to securing to themselves (*lit.* eating up) the property of their creditors. 4th, Those who shall again sell or give in pledge immoveable property already sold to, or in pledge with others. 5th, Those who shall sell or give in pledge religious endowments. (مال وقف)

ARTICLE XVII.

His Majesty the King has abolished all places of asylum in the homes of individuals, except in certain mosques and sanctified places, such as the houses of well known (Oolumas) Priests, and the King's Palaces, which, from olden time, have been places of refuge; and has commanded that none of the subjects of this Government (the Persian) shall admit into their houses delinquents, such as thieves, bankrupts, and others. Whoever shall disobey these Royal orders, shall subject himself to punishment.

ARTICLE XVIII.

Since, for the transaction of mercantile affairs, a (Mulik-oot-Toojjar) or Chief of Merchants, is in every place necessary, accordingly the Ministers of the Persian Government will appoint a Mulik-oot-Toojjar in every place in Persia where extended commerce is carried on; and moreover, when the business of British merchants shall be transacted in the Deewan Khaneh, it (the Deewan Khaneh) shall arrange and settle the same in the presence of a delegate from the Mission or Consulate; and so, in like manner, the distraint of the property of a bankrupt or of the effects of a deceased debtor, in cases connected with foreign subjects, shall be made in the presence of a delegate from the British authorities. The British Agents shall demand (the amount of) the claims of (due to the) bankrupts from his debtors, being natives of the country, in the same manner as if the debtors were themselves subjects of the British Government.

Reverting to Article V., treating of immoveable property: In Persia there are three descriptions of persons holding villages; 1st, The King; 2nd, The landed proprietor (Malik); 3rd, The inhabitants. Should the Malik (desire to) place his village in pledge, he shall, in order to obviate discussion, first obtain the permission of the King's Government and of the inhabitants.

It is necessary that the high in rank before mentioned should make known and publish the above written details in the Deewan Khanehs of the province of Yezd, according to these instructions; and strictly warn the Authorities and Executives of the Deewan Khanehs of the province alluded to, to act up to the commands conveyed in this august document, nor in any way swerve from or disobey them. Let them consider the same their bounden duty.

Written in the month of Jumadee-ool-Awul, in the year of the Hijree 1260.

(True translation.)

(Signed) A. B. KEMBALL,

Assistant Resident, Persian Gulf.

Letter from* HAJEE MIRZA AGHASEE, *to Lieutenant Colonel* FARRANT, *Her Britannic Majesty's Chargé d'Affaires at the Court of Tehran, dated June 12th* 1848.

Your communication regarding Negroes has been received, and its contents fully understood.

With a view to the request made by you, my sincere and esteemed friend, and solely on account of the sincere friendship and good feelings I entertain towards you, I did not consider it proper to withhold or delay the fulfilment of your desire, and exerted my endeavours to preserve the existing friendship between the two exalted Governments of Persia and England, by laying your request in detail at a most fortunate time before His Majesty, &c. &c., the Shah, (may his dominion and sovereignty be everlasting!)

An imperative order has been issued, which evinces the exceedingly great favor entertained towards you, my honored friend, by His Majesty, &c. &c. the Shah, which it is evident will always increase. The importation of Slaves by sea alone is forbidden, and imperative orders will be issued to the Governors of Fars and Arabia, that hereafter strict probibition should be observed, that no Negroes should be either imported or exported, except by land.

This affair, in fulfilment of the request of that esteemed friend, has, thank God, been concluded through the countless favor of His Majesty, &c. &c. &c. the Shah, towards you, and by my exertions.

But the Persian Ministers, in equal proportion, require that, by the true friendship of the Ministers of the British Government, when they make a request, it will also be acceded to.

Translated by
(Signed) JOSEPH REED.

Firman issued by His Majesty the Shah of Persia to HOOSEN KHAN, *Governor of Fars, dated the 12th June* 1848.

To the high in rank, the pillar of nobility, &c. &c., Hoosen Khan, the controller of the State affairs, and Governor of Fars, who has been exalted and supported by the distinguished favors of His Majesty, &c. &c. the Shah, be it known:

That it is a long time since that a request for the abolition of the importation of Negroes by sea, was made on the part of the Ministers of the British

* NOTE.—This communication was addressed to Lieutenant Colonel Farrant, under the authority of an autograph letter from His Majesty Mahomed Shah, the late Shah of Persia, to Hajee Mirza Aghasee, dated the 12th June 1848.

Government to the Ministers and authorities of this Kingdom, but their request during this long period has not obtained an answer or (our) consent.

But in consequence of the favor entertained by our august sovereignty, &c. &c. towards the high in rank, the sincere well-wisher of the State, the chosen among Christian nobles, &c. &c., Colonel Farrant, Chargé d'Affaires of the English Government, on account of his respectful conduct and manner of proceeding, which have been made manifest, and purely for the regard we entertain for him, we have accepted and complied with his request, and we have ordained that henceforward that high in rank shall warn all merchants and persons passing to and fro, to discontinue to bring Negroes by sea, and that they shall not export or import Negroes except by land, which is by no means forbidden. That high in rank will be held responsible for the fulfilment of the orders contained in this communication.

Written in the month of Rujub 1264.

Translated by,

(Signed) JOSEPH REED.

Firmân issued by His Majesty the Shah of Persia to MIRZA NUBEE KHAN, *Governor of Ispahan and Persian Arabia, dated 12th June* 1848.

To the high in rank, the superior of Generals, the esteemed of the Sovereign, Mirza Nubee Khan, Chief of the Civil Law Court, and Governor of Ispahan and Arabia, who has been honored by the favor of the pure mind of the King of Kings, be it known: That at this time the high in rank, the noble and exalted, possessed of dignity, the pillar of Christian nobles, the cream of the great ruler of Christendom, the undoubted well-wisher of the State, Colonel Farrant, Chargé d'Affaires of the exalted English Government, who enjoys the unbounded favor of His Majesty the Shah, whose resplendent mind is desirous to gratify him, made a friendly request on the part of the Ministers of that exalted Government to the Ministers of His Majesty the Shah, &c. &c., that with a view to preserve the existing friendship between the two exalted States, a decree should be issued from the source of magnificence (the Shah), that hereafter the importation of the Negro tribes by sea should be forbidden, and this traffic be abolished.

In consequence of this, it is ordered and ordained that, that high in rank, after perusing this Firman, which is equal to a decree of fate, it will be incumbent on him to issue positive and strict injunctions to the whole of the dealers in Slaves who trade by sea, that henceforth, by sea alone the importation and exportation of Negroes into the Persian dominions is entirely forbidden, but not by land. Not a single individual will be permitted to bring Negroes by sea without being subjected to severe punishment.

That high in rank must in this matter give peremptory orders throughout his Government, and not be remiss.

Written in the month of Rujub 1264 *(June* 1848).

MEMORANDUM.—These Firmans were confirmed by His Majesty the present Shah of Persia, after his accession to the Throne.

PESHWA.

Treaty concluded with the Murathas, dated the 12th July 1739.

Articles of Agreement between STEPHEN LAW, *Governor of Bombay, &c. on the part of the Honorable English East India Company, &* BAJEE RAO, *Pundit Prudhan, or first Minister of the Most Serene Shahôo Raja, July* 1739 *(or* 1140, *Arabic Style.)*

Stipulations between the Government of BAJEE RAO, *Pundit Prudhan, in the year* 1140 *of the Arabic Style (Anno Domini* 1739), *and the Honorable* STEPHEN LAW, *General of the Port of Bombay, delivered to Captain Inchbird, his Deputy at Bassein.*

ARTICLE I.

The English shall only issue passes to the Company's vessels, the merchants or servants dependent, belonging to the island of Bombay, or other places where the English have a settlement; and the English shall not interfere with Bajee Rao's fleet, nor give convoy to foreign vessels: save that, if two or three vessels should accidentally fall into Company with the English, in such case Bajee Rao's shall not molest them.

The English shall give their pass and colors to the vessels belonging to the port of Bombay, to the Company, or their merchants as customary, but not to vessels belonging to those of foreign ports, who taking pass from our Government, may navigate and carry on their trade freely. Those who shall not take our pass, shall be chastised by us, and the English shall not oppose the execution. The English Government shall not, as aforesaid, give their pass or colors to foreign merchants, or convoy vessels belonging to foreign ports, not having passes from this State. Our fleet will not harm two or three vessels, belonging to foreign ports, if by chance they come under convoy of the English fleet, whilst they continue under that convoy.

ARTICLE II.

The English, nor their subjects or dependents, shall not freight or put their effects on board any vessels not provided with passes from Bajee Rao; but if any unavoidable necessity oblige them to the contrary of this, in case of such effects being seized by Bajee Rao's fleet, they shall be restored to the owners, they proving their property therein.

The English shall not freight their effects, or those of the merchants under their jurisdiction, on vessels not having passes from this state, and shall only freight those that have our pass: but in case of such a freight through pure necessity, and the effects should be seized by our fleet, on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

ARTICLE III.

The English will not lay any restraint on the inhabitants of other countries, that have taken refuge in Bombay, in the war time, let them be koolies, carpenters, or other caste whatever, from returning to their abodes, with their effects and Gallivats.

The English shall lay no restraint on the inhabitants, koolies, carpenters, and all castes of people belonging to the jurisdiction of Bassein, up to Demaun and other places whatever, that retired to Bombay, but shall let them come away with their effects and Gallivats.

ARTICLE IV.

The English will furnish two fighting Gallivats, if required, to convoy the fishing Gallivats of Bajee Rao, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing Gallivats that carry provisions or goods to and from Versova, shall be convoyed in their passage coming and going, between Versova and Mahim, by the English.

ARTICLE V.

The English will grant free license for the export of all goods and commodities whatever, for the service of Bajee Rao, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammer, tar, sailcloth, coir, and others, (excepting artillery, balls, powder, and shells,) they paying the customary Duties.

All sorts of merchandize or goods (except artillery, powder, balls, and shells) that the State may want, such as iron, lead, brimstone, saltpetre, dammer, coir, cloth for sails, and other sorts, shall be freely supplied us, and there shall be in no wise any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or denial from the

Such things as have not before been used to pay Export Duty shall continue free of any, as before. In like manner, Bajee Rao shall permit the English and their merchants the free trade of his country, and liberty of export of goods and provisions, paying the Customs.

merchants or the Company; and when exported they shall only pay the customary Duties that such goods have been commonly rated at, and they shall pay no Customs on those that were not before liable to any. In the same manner there shall be no impediment given the English, the Company, or their merchants, in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the Customs.

ARTICLE VI.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portuguese. All the merchant vessels and fishing Gallivats belonging to Bajee Rao's Government, shall have free passage through the said river, and five or ten Sepoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any service, or employed to bring intelligence.

All the command and dominion which the Government of Bombay has in the river from Mahim to Bombay, since the time it was delivered to them by the Portuguese, shall be preserved in the same manner as has been practised from the beginning. All other command or dominion they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river, to all merchant vessels and fishing Gallivats that carry goods to and fro (except those belonging to our fleet). They shall suffer five or ten Sepoys to pass, with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

ARTICLE VII.

The English will not assist any of Bajee Rao's enemies, though in friendship with them, with any other, or more of the sorts, than what they engage to supply Bajee Rao's State with; and Bajee Rao shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this State, though they may be their friends. In like manner, we will not assist the enemies to the English. All the sorts they supply this State with, they may furnish others as they please, excepting munitions of war.

ARTICLE VIII.

Any person belonging to the English or Bajee Rao's jurisdiction, that shall go over to either Government, such Government shall oblige him to make satisfaction to his creditors. If a slave, he shall be delivered up by compulsion.

Any person, of either side, taking refuge under either Government, let him be merchant, or in pay, and owing or carrying money away with him, the creditor of such person shall go where he is, and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a Slave, he shall be delivered up by force.

ARTICLE IX.

Any vessel belonging to the English, or Bajee Rao, that shall be driven by stress of weather, or other accident, for shelter, on the coast of either jurisdiction, all possible assistance shall be given for her refittal; but if stranded, or wrecked, on either shore, half of the cargo and vessel shall belong to the Government, and the other half to be reserved to the owner.

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel, that may have suffered be refitted, and proceed freely on her voyage. But in case the Company's or other merchants' effects shall be shipwrecked, on any place of our jurisdiction, one half shall be restored to the owners, and one half shall remain to the State. In like manner, the effects on board any vessel of our jurisdiction, that may be lost on Bombay, shall be divided, half to the Company, and half to the owners.

ARTICLE X.

The fleet of Bajee Rao shall not attempt any vessel, though not provided with his pass, within the limit of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a koss, or a koss and a half, from Oonderee, on this side.

Our fleet will not harm any vessel, navigating without a pass from this State, from the stakes at Mahim, in a direct line to the bar, at the mouth of the harbour, within the distance of one koss, or one koss and a half, from Oonderee, this way.

ARTICLE XI.

Bajee Rao's fleet shall, by no means, hurt or molest the fishing Gallivats, or other vessels, belonging to the English or their subjects, in their navigation of these seas. In like manner, Bajee Rao's fishing Gallivats, and other vessels belonging to him, or subjects of his State, shall not be hurt or molested by the English fleet.

Our fleet will by no means molest any of the fishing Gallivats or other vessels, belonging to Bombay, navigating these seas. In like manner, our fishing Gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

ARTICLE XII.

Bajee Rao's fleet shall pass and repass freely by the bar, or in the river, at the mouth of the harbour; and in case of touching at Bombay for watering, they shall have friendly treatment. In like manner, the English fleet shall have reception and assistance in the ports of Bajee Rao's jurisdiction.

The fleet of this State shall go in and out of port freely; and if, at any time it should repair to Bombay for watering, and stay some time there, it shall meet with assistance there. In like manner, we will assist and supply the English fleet arriving at any of our ports.

ARTICLE XIII.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajee Rao's jurisdiction, passing to and from the rivers Nagotna, Pen, and other ports; but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the Port Duties.

There shall be no impediment on the part of the English, to our merchant vessels, laden with goods belonging to the merchants of our jurisdiction, and that go or come in from sea into the rivers Nagotna, Pen, and other ports; but if any such vessels go into Bombay, and unload their goods, they shall pay the Customs. However, in the river there shall no harm whatever be suffered to be done such merchant vessels by any person whatever.

ARTICLE XIV.

The merchant vessels belonging to the English and their subjects, shall have free leave to purchase in the rivers Nagotna, Pen, and other places,

The merchant vessels of Bombay may, in the Rivers of Pen, Nagotna, or other whatever, purchase freely provisions, or other sorts of goods and

provisions, and all sorts of merchandize, and export the same, paying the Customs; and on the part of Bajee Rao there shall be no impediment. These fourteen Articles shall be observed without failure.

export them, paying the customary Duties; and on the part of this state no impediment shall be given them.

These fourteen Articles, I (Chimnajee) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rubee-ool-akhur, (or 12th July 1739 A. D.)

MEMORANDUM.—This Treaty was agreed to by the Bombay Government on the 20th July 1739.

Articles of Agreement for an Expedition against Toolajee Angria, settled in March 1755, *by the Honorable* RICHARD BOURCHIER, *Esquire, Governor of Bombay, in behalf of the Honorable East India Company; and* RAMAJEE PUNT, *Soobhedar, in behalf of his master, Nana (Balajee Bajee Rao) Pundit Prudhan, General of the Murathas.*

1st.—That all the marine shall be immediately under the command of the English, and the management of all affairs, both by sea and land, carried on by the approbation of both parties.

2nd.—All vessels whatever that may be taken from Toolajee *(Angria)* shall be equally divided between the English and Murathas, except the "Restoration," which is to be the sole property of the English.

3rd.—Bankote and Himmutgur, with the river belonging thereto, and with five villages to the southward of said river, to be delivered to the English as the Honorable Company's property for ever, and the Murathas not to levy any additional Inland Duties.

4th.—The English engage to keep the Sea, and prevent Angria's fleet from throwing succours into any place, that may be attacked, but at this season only Soovurndoorg, Unjunwel, and Vijedoorg.

5th.—All ammunition, guns, and other stores that may be taken in the several Forts in Angria's Territories, to belong entirely to the Murathas.

6th.—If Manajee's territories are jointly attacked, the Fort of Khanderee with its harbour to be delivered unto the Honorable Company, with the villages Revans, Ranjunkhar, Sarul Shamy, Mandven, Kolgaon, Donbaren, Kihim, and Avas.

7th.—Any other Articles that may be necessary to be agreed upon, to be settled between the Governor and Nana Pundit Prudhan.

MEMORANDUM.—This Engagement was confirmed by the Government of Bombay, on the 19th March 1755.

Articles of Agreement settled by THOMAS BYFELD *and* JOHN SPENCER, *Esquires, on the part of the Honorable* RICHARD BOURCHIER, *Esq., President and Governor of Bombay in Council; and on behalf of the Honorable East India Company, with* BALAJEE BAJEE RAO (NANA) *Pundit Prudhan, dated the 12th October* 1756, *or of the Gentoo Style, 17th Mohurrum* 1170.

ARTICLE I.

That the Muratha Government will never permit the Dutch to settle or come into their dominions, but on the contrary, issue express orders to prevent their carrying on any trade therein.

ARTICLE II.

As an article regarding Mahim river was included in the treaty, made in the time of the deceased Bajee Rao, and it having been represented, that the Bandora Koolies have lately begun to set up fishing stakes, which they ought not to have done, in that river, the Muratha Government do hereby oblige themselves not to permit thereof in future.

ARTICLE III.

As Bankote and Himmutgur have been delivered to the Honorable Company, the Murathas do, by these presents, give them the following villages, towards defraying the expense thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession without further delay; viz., Velas, Bag Mandlen, Veshvee, Chepolee, Hoodook, Pundoree, Penwa, Dasgaon, and Komela.

ARTICLE IV.

It having been a custom, during the Governments of Angria and the Murathas, at Bankote, that the Seedees received a chouth, or quarter part of the Customs, the Murathas engage to satisfy the Seedees in this particular, and that the Honorable Company do not meet with any embarrassment concerning it, nor concerning the Royalty of the river, which is hereby given and made over to them for ever. In case the Seedees should dispute complying with the foregoing, the English declare, it shall not retard the compliance with what may be mentioned in these articles concerning the delivery of Gheria.

ARTICLE V.

Customs are to be levied by the Murathas on goods which pass up the river of Bankote, only at Goregaon, and Mahar, and not any let or impediment at any of the intervening places in the said river of Bankote.

ARTICLE VI.

As Dasgaon is a pass for the Vunjaras, or country merchants, the Murathas engage, that such goods as are carried that way to Mahar, either by the river or by land, shall not pay any duty there, but only the usual Nikala.

ARTICLE VII.

All such subjects and inhabitants of Bankote, Himmutgur, and its dependencies, as, on account of the dispute with Angria, retired into the Muratha territories, shall, if they are content so to do, be allowed to return to the English, without any impediment from the Muratha Government; and others that may in future leave the English, are to be permitted to return to them, if agreeable to themselves in the manner above-mentioned; and such subjects as shall leave the Muratha Government, and retire to Bankote, shall have liberty to return to the Murathas on their agreeing with them, and in such case the English will not impede them.

ARTICLE VIII.

The Murathas may export from the river of Bankote, annually, for the use of their Southern Forts, &c. grain of all kinds, to the value of forty thousand (40,000) Rs. and it shall be free from Customs at Bankote. They shall also have liberty to export, Custom free, such salt, rafters, small timbers, &c. as they may want for the use of their Sirkar or Government, and in consideration thereof, the Honorable Company's goods, to the amount of one hundred and fifty thousand (150,000) Rupees, shall annually in like manner, be free from all Customs, as far as Poona, upon Dakhlas or certificates being produced on both sides.

ARTICLE IX.

No additional inland duties whatever to be levied on the English goods by the Muratha Government, but only the Rahadaree Customs.

ARTICLE X.

Junardun Bullal Phurniss Mahajun, with Balajee Bajee Rao, Pundit Prudhan, has a patrimony in Velas, of one garden and fifteen Beeghas of batty ground, which is to remain with him; in lieu and consideration of which, Nandgaon Kompra is granted to the Honorable Company.

ARTICLE XI.

The Dutch goods will not be permitted to be landed at Rajapoor, nor their trade suffered to be carried on there, concerning which the Murathas will give proper orders; and the people under the Muratha Government are not to trade at Rajapoor; but if disputes arise with the Seedees, this is to be no obstacle to the delivery of Gheria, as will be mentioned in a subsequent article.

ARTICLE XII.

The Bramins, inhabitants of Hurihureshwur, and others, that will pass to and thro', from thence on pilgrimage, are to be free from Customs, in regard to the necessaries that they may have for their own use, or to perform their ceremonies; but this does not extend to merchandize.

ARTICLE XIII.

The Mahar Government to carry grain of all kinds, timber, wood, &c. according to the custom formerly observed; but as to the power of the river, it is to be carried on agreeable to the articles of this Treaty.

ARTICLE XIV.

The Fort of Yeshwuntgur is to be entirely demolished; and the English, on their parts, are not to make any forts or fortifications within the nine villages, nor by the river. In like manner, the Muratha Government are not to make any by the river of Bankote, or in the villages belonging to them. This Article, however, is not to exempt the English from building such houses and warehouses as they may think proper, in the villages belonging to them.

ARTICLE XV.

As all the Royalty of Bankote and Himmutgur is with the English, they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Murathas through that river.

ARTICLE XVI.

Gheria Fort is to be delivered within twenty-four days after the departure of the English gentlemen from Poona, together with such guns, balls, stores, &c., either of the fort or fleet, as the captors left for the service of that garrison or otherwise, or did not themselves sell: but the stores, ammunition, &c. that properly belong to the Honorable Company, they are to carry away with them. The Officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him, the English will not impede it, but grant them free liberty so to do: and the Muratha Government engage, that Toolajee Angria shall have no place given him, nor any power below the Ghauts. Balajee Bajee Rao Pundit Prudhan is to send an Officer of credit with the English gentleman who is to proceed with one of the Council from Bombay to Gheria, which person, belonging to the Muratha Government, is to have in his possession the proper Sunuds or orders regarding the delivery of Bankote and its villages, and when the Muratha people and colors are got into Gheria, and the English ready to go out, he is to deliver over directly the said Sunuds and orders for Fort Victoria (or Bankote) and its

several villages, to the English Counsellor, and then return with that gentleman to Bankote directly, to see Nana's orders are effectually put in execution in regard to the villages.

ARTICLE XVII.

These Articles being concluded and agreed upon by both parties, they are to act conformable thereto; in consequence of which all disputes are to subside, and no claims are to be made by the Muratha Government on the Honorable Company, to the date of these presents.

ARTICLE XVIII.

All Treaties hitherto made between the Muratha Government and the English are to be observed, and maintained inviolable by both parties, agreeable to the tenor of them.

The foregoing Articles being agreed to by us, and accepted of, we do, in confirmation thereof, affix to these presents the seal of the Honorable United English East India Company, and do attest the same with our own proper names in Poona, the day and year above written.*

(Signed) THOMAS BYFELD.
„ JOHN SPENCER.

Treaty dated the 15th April 1757.

Articles of Agreement made between WILLIAM ANDREW PRICE, *Esquire, Chief of Fort Victoria, on the part of the Hon'ble United English East India Company, and* VITHUL RAO YESHWUNT RAO, *and* BHUGWUNT RAO, *Kotnees and Potnees to His Serene Highness the Shahoo Raja.*

ARTICLE 1st.—Whatever merchants carry salt to Mahar, the Company to collect on account of Bankote Customs, exclusive of the Seedee Chowkee at Ambotee, at 3¾ Rupees for every Anna, and on other goods 2½ per cent.

* MEMORANDUM.—This Treaty was approved by the Bombay Government on the 21st October 1756, the following Resolution being at the same time passed in regard to Article XVI.—"The "Articles of Agreement concluded between Messrs. Byfeld and Spencer and Nana, at Poona, being "translated, are now read and approved, except the XVI Article, respecting the delivery of Gheriah, "which Mr. Sedgwicke has dissented to. But Messrs. Byfeld and Spencer represent that Nana and his "whole family are so tenacious regarding the Deshmookhee or Overseership of the village of Mandla "or Manly, being one of those dependent on Fort Victoria, that they could not insert it in their "Articles in terms agreeable to Nana, and therefore referred it to us to settle with Govind Sheoram "Punt, who they report is fully authorized by Nana, respecting this point; and as we find Nana's right "thereto is founded on a Royal grant from the Mogul, resolved that the Resident be empowered to "settle with Govind Sheoram Punt that it shall remain with Nana and his family, on condition that the "Governor and Council of this place shall always have the right of approving any of Nana's subjects "who he may name Collector, and that no such person shall act in that station without being so "approved by the Governor and Council; and should such Collector prove troublesome, or impede "the Hon'ble Company's affairs in any shape, that the Governor and Council here, upon complaint "to Nana, have such person removed, and another appointed in his stead, to be approved by the "Governor and Council in the manner abovementioned."

2nd.—Goods landed between Bankote and Dasgaon, and passing through any part of Bhugwuntrao's country, to pay the same Rahadaree as goods that go from Goregaon and Rajapoor.

3rd.—Salt going from Dasgaon up country, Bhugwunt Rao to collect at Mahar one Rupee and a quarter for ten oxen, (every ten oxen of salt, the Customs of only eight to be collected.)

4th.—Salt to be disposed of in the following manner: If any quantity of salt is laying at Mahar, the English are not to dispose of more than that quantity, until it is sold, but then they have liberty to sell any quantity remaining until a fresh parcel is landed at Mahar, and then the above method to be again observed, and *vice versâ*, in regard to Dasgaon.

5th.—The English to fix the price of salt at Dasgaon, and the Mahar Government to sell their salt there, at an advance on that price at 1½ per Candy.

6th.—All other goods whatever, excepting the Hon'ble Company's, to pay eight annas per ox, with an allowance as usual.

7th.—Merchants landing goods at Dasgaon, and afterwards choosing to carry them to Mahar, the English to collect 3¾ Rupees per Anna, on salt, and 2½ per cent. on other goods.

8th.—The Customs at the Seedee Chowkee on goods which may go to Mahar, to be as usual, namely, 2½ Rupees per Anna on salt, and 1¼ per cent. on other goods.

9th.—Elephants, horses, camels, and slaves sold by the English at Dasgaon, and passing through Bhugwunt Rao's country, to pay Rahadaree as usual to the Sirkar.

10th.—The straw, grain, &c. which may come to Mahar from Bhugwunt Rao's country, and what may go from thence to any part of his country, the same as with Nana's agreement at Poona with the English, but in case any merchants purchase goods from any person under the Mahar Government, if it passes through Dasgaon, either by land or water, to pay 2½ per cent. Customs.

11.—Rafters, timbers, &c. that go out of Bhugwunt Rao's country, or come into it, to pay 2½ per cent. Customs on the valuation, exclusive of Ambotee Chowkee.

12th.—The Royalty of Mahar River to be preserved to the English, in the same manner as settled with Nana Pundit Prudhan.

13th.—Subjects which fly to either Government to be treated in the same manner as the subjects of the English and those of Nana's Government.

14th.—Whatever slaves or servants may fly to the English, to be returned; in like manner, the Mahar Government to return whatever may fly to them.

15th.—The Chowkee at Durdwa to be removed, and Bhugwunt Rao not to place any Chowkees on the banks of the river.

16th.—The passage boat at Dasgaon to belong to the English, and Bhugwunt Rao not to place any passage boat on the river, excepting at Mahar.

17th.—The English will take care of the river, in the same manner as settled at Poona.

18th.—The Hon'ble Company's goods, to the amount of 1,50,000 Rupees, are to pass according to the agreement made at Poona, upon Bhugwunt Rao receiving a Sunud or order for it from Poona.

These Articles are to be inviolably observed by both parties, and in confirmation thereof, to those which will remain with Bhugwunt Rao, I have caused the Hon'ble Company's seal to be affixed, at Dasgaon, this fifteenth day of April, in the year of our Lord one thousand seven hundred and fifty-seven, and to the counterpart, which will remain with the Hon'ble Company, Bhugwunt Rao has caused his seal to be affixed, the day and year above written (or of the Gentoo Style, the 27th of Chytru 1679, and of the Mahomedan Era, the 25th of Rujub 1170).

(L. S.) (Signed) WILLIAM A. PRICE.

MEMORANDUM.—This Agreement was confirmed by the Government of Bombay on the 3rd May 1757.

Treaty dated the 14th September 1761.

Articles of Agreement made and entered into between the Honorable CHARLES CROMMELIN, *President, and Governor and Council of Bombay, on the part of the Honorable United English East India Company, and* GOVIND SHEORAM PUNT TATIA, *in behalf of* MADHOWRAO BALAJEE, *son of Balajee Bajee Rao Pundit Punt Prudhan, for preserving the friendship and for adjusting the differences which have arisen between the Government of Poona and the Seedee of Junjeera, namely :*

ARTICLE I.

That such of the Muratha Officers who have presumed to stop any Patemars, and obstructed the business of the English by any impediments whatever, shall be severely punished for such their offences, and to prevent the like happening again in future, strict orders shall be issued immediately for that purpose, which, if not found sufficient to answer the end, the English are then to acquaint Madhowrao thereof, and if redress is not obtained within a reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two Governments.

ARTICLE II.

That ample satisfaction shall be made within two months from the date hereof, to all merchants trading under the Honorable Company's protection

who have suffered in their property, by any unjust or illegal actions of the Muratha Officers or subjects, in any place, shape, or manner whatever; and rigid orders issued that all assistance be afforded in future to any vessel or vessels in distress, having English colors or passes, without subjecting the owners or proprietors thereof to any impediments, under the pretence of their being wrecks, from the splitting of a sail, the breaking of their masts or yards, and such trifling misfortunes; whereas no vessels are to be deemed wrecks, but such as are drove ashore, and there break to pieces by stress of weather, when the Muratha Officers and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one half of what is so saved shall belong to Madhowrao, and the other half to the owners.

ARTICLE III.

That all Europeans and Natives, either Soldiers, Seamen, or others, in his Britannic Majesty's, or the Honorable Company's pay, who may hereafter desert from Bombay, shall be immediately secured, and returned to the nearest English settlement to such place where they may be apprehended upon landing in any part of the Murathas' country; the Government having promised all such a free pardon, and to pay any reasonable charges that may be incurred upon the occasion. In like manner shall be delivered up all deserters in the English pay from Surat, on their being known, or immediately on receiving notice of them, within the Murathas' limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open, and numbers go through it without being known. It is also agreed that whatever people (Europeans of all nations excepted) who are in the service of Madhowrao, and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

ARTICLE IV.

That proper people shall be forthwith despatched for restoring the whole jurisdiction and territories of Rajapoor to the Seedees of Junjeera, in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Muratha Officers or subjects.

ARTICLE V.

That all prisoners taken by the Murathas or Seedees, subjects of either Government, and now in their possession, shall be sent to Bombay, within one month from the signing of these Articles, and mutually restored by the Governor to their freedom; and all hostilities between the Murathas and Seedees shall cease from this time.

Lastly, that proper orders shall be instantly despatched to all the Muratha Officers, requiring them to show a due obedience to these Articles, which are to be confirmed under Madhowrao's seal, and transmitted to Bombay with all

possible expedition after the signing and sealing thereof; when a counterpart of the same is to be executed by the Governor, and transmitted to Poona.

In confirmation of all which, I, Govind Sheoram Punt Tatia, have to this instrument interchangeably set my hand and seal, (in behalf of Madhowrao Balajee Pundit aforesaid,) at Bombay, the 14th September, 1761.

AN ADDITIONAL ARTICLE.

As to what relates to the restoration of Oonderee Fort, and the Country appertaining thereto, is submitted to Madhowrao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written *(namely, the 14th September 1761).

Treaty with Raghoba (Rughoonath Rao Bajee Rao).—Dated the 6th March 1775.

Articles of Agreement and Treaty between the Honorable WILLIAM HORNBY, *Esq. President and Governor, &c. Council of Bombay, and of all its dependencies, on the part and behalf of the Honorable United English East India Company, on the one part, and* RUGHOONATH RAO BAJEE RAO PESHWA, *on the other part.—Dated the 6th day of March, in the year of our Lord* 1775 *(or the 3rd day of the month Mohurrum, and year of the Hijree* 1189, *or the year* 1176 *Arabic Style).*

ARTICLE I.

The Treaty concluded between the Government of Bombay and Bajee Rao *Pundit Prudhan*, or first Minister of His Serene Highness the Shahoo Raja, dated (12th) July 1739† (A. D.), or 1140 of the Arabic Style; and that concluded on the part of this Government with Balajee Bajee Rao *Prudhan*, dated 12th October, 1756† (or of the Mahomedan Style, 17th of Mohurrum 1170), are hereby ratified and confirmed, in their full extent, according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light, in which they have hitherto been ever understood.

* MEMORANDUM.—This Agreement was approved by the Bombay Government on the 18th September 1761.

† Vide pages 470 and 476.

ARTICLE II.

All other agreements subsisting between the Government of Bombay and that of the Murathas, are hereby ratified and confirmed; and after the re-establishment of Raghoba in the Government of the Muratha dominions, peace and tranquillity shall subsist uninterrupted between this Government in behalf of the Honorable Company and the Muratha Government.

ARTICLE III.

Raghoba, on his part, and on the part of the Muratha Government, engages from this day forward never, on any pretence or in any manner, to assist the enemies of the Honorable Company, in any part whatever of their dominions in India; and the Honorable the Governor in Council of Bombay does, in like manner, engage never to assist the enemies of Raghoba.

ARTICLE IV.

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Raghoba to the Company, do hereby engage and agree, so soon as possible after these Articles of agreement and Treaty are fully ratified, executed, and confirmed, on the part of Raghoba, to assist him with a strong body of forces, with proper guns and warlike stores, as a field train of artillery, which are to join his army, and act in conjunction with his forces against his enemies, the ministerial party. In the said body of forces shall be included no less than seven hundred (700) Europeans, and the whole shall not be less in number than two thousand five hundred men; but at present only five hundred (500) Europeans, and one thousand (1000) sepoys and lascars, with a proper and effectual number of guns, will be sent; and the rest, if wanted, afterwards.

ARTICLE V.

In consideration of such effectual assistance on the part of the Hon'ble Company, Raghoba, as Peshwa, and as supreme Governor in the whole Muratha Empire, doth hereby engage, on his part, to cede and make over to the Honorable Company for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them, in the most full, ample, and effectual manner; and he doth, by these presents, deliver the necessary Sunuds, granting, in the fullest manner, all the present and future full right and title of the Muratha Government to them; and in case of the loss at any time, of the Sunuds now delivered, these presents are, at all times, to be considered as such, and of full and equal validity with any Sunud whatever.

Bassein, and the whole of its dependencies, in its fullest extent, and all rents and revenues thereunto belonging, together with the Fort or Forts, and every thing belonging to the Poona Government in it or them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it, as collected by Anund Rao and Ramajee Punt.

Jumboosur and Orpar, with the whole of their dependencies, in their full extent, together with every thing belonging to the Poona Government in those Purgunas.

The four following islands adjacent to Bombay, with every thing belonging to the Poona Government therein; viz., Kurunja, Kanéry, Elephanta, and Hog Island.

ARTICLE VI.

Raghoba also engages immediately to procure from the Gaekwars a grant to the Company, for ever, with all the necessary Sunuds, of their share in the revenues collected by the Gaekwars in the town and Purgunas of Broach.

ARTICLE VII.

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this treaty, of all and every of the places ceded by the two last Articles, in the like manner as the Poona Government, or the Gaekwar Government, were before considered; and are, accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poona Government, or the Gaekwar, before exercised or received.

ARTICLE VIII.

Raghoba also engages faithfully to make good to the Company, for ever, the sum of seventy-five thousand (75,000) Rupees annually, from his share of the revenues of Uklesur, which sum is to be paid by his Pundit in two different payments, at stated periods.

ARTICLE IX.

Raghoba engages to pay, in full, for the charges and expenses of the body of Forces with which he is to be assisted, consisting of two thousand five hundred men, with guns and ammunition, the sum of one hundred and fifty thousand Rupees (1,50,000) monthly, and every month, which the Honorable the Governor and Council agree to accept, without further account, and is to commence the day the Forces leave Bombay; but as the whole number of Forces, will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly; and, as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, viz:—

Uklesur, his remaining share, after deducting what is before, by these presents, ceded to the Honorable Company.

Amode and all its districts.
Hansote and all its districts.
Versal, and all its districts.

But it is hereby declared, that the revenues of these places belong to the Honorable Company, no longer than till the amount of the monthly stipend, that may be due for the expenses of the Company's forces, is fully discharged, when all further demands on these four places, are to be relinquished; and in this light the Honorable the Governor and Council declare they accept these four Purgunas.

ARTICLE X.

As it has been mutually agreed, during the course of this negociation, that the sum of six lacs of Rupees should be deposited by Raghoba with the Agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies, the ministerial party, and Raghoba, finding it at this time totally impossible for him to raise the sum to be deposited, though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows:—That Raghoba shall immediately deposit with the Company's Agents at Surat, to the full value of six lacs of Rupees, in jewels, to remain in the Honorable Company's possession till redeemed, which must be done as soon as Raghoba's affairs will possibly admit. All this Raghoba faithfully and firmly engages to perform, and the Honorable Company to accept.

ARTICLE XI.

In case of opposition from any person or persons whatever, to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Raghoba doth engage to pay the expense that will be incurred by their gaining possession; to use effectual means to put them in possession; as well as to secure for them for ever, the quiet possession of all the revenues and places now ceded to the Honorable Company.

ARTICLE XII.

Should Raghoba make peace with his enemies, the ministers, he firmly and faithfully engages, that the English East India Company shall be considered in it to their satisfaction.

ARTICLE XIII.

Raghoba doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war, or commit any depredations, in the Carnatic, so long as the last Treaty subsisting between the two Governments is adhered to by the Nuwab.

ARTICLE XIV.

In case it should happen (which God forbid) that any of the Company's Ships, or Vessels, or the Ships, Vessels, or Boats, of those trading under their protection,

should be shipwrecked on any part of the Muratha coast, every assistance shall be given by the Government and inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable expenses being paid by the owners.

ARTICLE XV.

All the places ceded for ever to the Honorable Company by this Treaty are to be considered as their sole right and property, from the day this Treaty is signed, and this Treaty from that day is to be considered in full force, just as if the expected services were fully accomplished, whether Raghoba shall make peace with his enemies or not.

ARTICLE XVI.

Immediately after the ratification of the aforegoing Articles, and after the jewels to the full amount of six lacs of Rupees are deposited, and the security above-mentioned given for the payment of the monthly expenses of the forces, so long as they continue with Raghoba, and till they return, all in the manner above-mentioned, the Governor and the Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Raghoba; and they trust, by the blessing of God Almighty, that they will quickly overcome his enemies the Ministerial party, and establish him at Poona, in the Government of the Muratha Empire.

The foregoing Articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf. I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written; and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Hon'ble the President and Council of Bombay, within thirty days from this date.

Dated 6th March, 1775. (Signed) ROBERT GAMBIER.

We, the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a Treaty with Rughoonath Rao Bajee Rao Peshwa, in our behalf, on account of the Honorable Company, of the foregoing tenor, which he has accordingly done, of the date above-mentioned, and the same having been signed to, ratified, and confirmed, by Rughoonath Rao Bajee Rao Peshwa; and whereas, by the last Article, it is covenanted and agreed, that a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date; these therefore are to certify, that we hereby ratify and confirm the foregoing Treaty, in all and every part. In testimony whereof, we have caused the seal of the aforesaid Hon'ble Company to be

hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord 1775.

By order of the Honorable William Hornby, Esq., President and Governor, &c., Council of His Majesty's Castle and Island of Bombay, and of all Forts, Factories, Territories, Forces, and Affairs of the Honorable English East India Company, on the Western side of India, and on the Coast of Persia and Arabia.

(Signed) WILLIAM HORNBY. L. S.

DANIEL DRAPER. L. S.

THOMAS MOSTYN. L. S.

BRICE FLETCHER. L. S.

WILLIAM TAYLER. L. S.

(Signed) GEORGE SKIPP, Secretary. L. S.

List of Sunuds for the undermentioned places given by Rughoonath Rao Bajee Rao Peshwa to the Honorable Company:—

2	Sunuds	for Bassein.
2	ditto	Salsette.
1	ditto	Orpar.
1	ditto	Jumboosur.
1	ditto	Broach.
1	ditto	Kurunja.
1	ditto	Elephanta.
1	ditto	Kanery.
1	ditto	Bulsar.
2	ditto	Uklesur.
1	ditto	Hansote.
2	ditto	Amode.
Total.. 16	Sunuds.	

Translation of five Sunuds from Raghoba (Rughoonath Rao Bajee Rao) for Bassein, Salsette, Orpar, Jumboosur, and Broach.

To the Deshmookh, and Deshpandia, or to the Pundit and all Umuldars under him.

I, Rughoonath Rao Bajee Rao, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former Gover-

nor from the above Purgunas, and delivered the said Governments to the English Company, therefore you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zilhuj the 11*th*, 1165.

Translation of five Sunuds from Raghoba, for Bassein, Salsette, Kurunja, Elephanta, and Kanery.

To the Havildars, and all Managers of business.

Rughoonath Rao Bajee Rao *Prudhan* acquaints you that the Castles of all these places having been given to the Company, you are therefore to deliver them the charge thereof, and obtain a receipt thereof from them.

Dated the 11*th Zilhuj* 1165.

Translation of five Sunuds from Raghoba, for Uklesur, Hansote, Bulsar, and Amode.

To the Government, or Umuldars.

Know ye, that I, Rughoonath Rao Bajee Rao Prudhan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay them the sum of 1,50,000 Rupees every month, you are therefore to pay them the revenues of your place, and take the receipt for what you may pay them ; and the same is to continue till their demand is discharged.

Dated as the above.

Translation of a Sunud from Raghoba for Uklesur.

To the Government, or Pundit of Uklesur.

After compliments.

That Rughoonath Rao Bajee Rao doth command you to pay out of the revenues of your place, the sum of 75,000 Rupees to the English Company annually, which is for the assistance they have given me.

Dated the 11*th Zilhuj* 1165.

Translation of a Sunud from Raghoba for Amode.

To the Zumindar or landholder of Amode.

That I, Rughoonath Rao Bajee Rao Pundit Prudhan, do command you to pay the revenues of your place to the English Company, being on account of my agreement to pay them monthly, for the assistance they have given me, which is to continue till the whole of their demand is paid ; and till which time your place is mortgaged to them.

Dated Zilhuj 11*th*, 1165.

MEMORANDUM.—The foregoing Treaty, dated 6th March 1775, was ratified by the Hon'ble the Governor in Council, Bombay, on the 17th of the same

month, and approved by the Hon'ble the Court of Directors, under date the 5th April 1776.

Treaty between the Honorable the English East India Company and the Muratha State, dated the 1st March 1776.

Poorundur, 1st day of March 1776.

Whereas differences have arisen amongst the Chiefs of the Muratha State, and the Government of Bombay having taken a part therein, by sending forces into the Muratha dominions, which the Honorable the Governor General and Council of Fort William disapprove; and being desirous of conciliating these differences, have determined accordingly to enter into such measures as may most effectually contribute to so desirable an end. They have, for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant-Colonel JOHN UPTON, in the service of the Honorable the English East India Company, to conclude a peace between the Government of Bombay and the Muratha State. And Colonel Upton having accordingly arrived at Poorundur, has concluded a solid and firm peace on the part of the English Company, with the Ministers, Sukharam Pundit and Balajee Pundit, on the part of the Peshwa, Rao Pundit Prudhan, and all the Muratha Chiefs, and the following are the Articles of Convention which they have engaged into :—

ARTICLE I.

Peace shall be established and take place from this day, between the Honorable the English East India Company in general, and the Government of Bombay in particular, and Rao *Pundit Prudhan*, and his Ministers, Sukharam Pundit and Balajee Pundit, on the part of all the Murathas; and the following Articles are to be observed inviolably by both parties.

ARTICLE II.

The peace is to be forthwith proclaimed between the Honorable Company and the Muratha State, at the Presidency of Bombay, and at all its dependencies, at the head of the English troops encamped at Mandavee, and in every part of the Guzerat Province where there are British subjects. The Muratha Government will also order Proclamations to be made throughout all their dominions.

ARTICLE III.

The Peshwa, Rao *Pundit Prudhan*, and his Ministers, being desirous of having Salsette and the small islands, subdued by the English in this war, restored to them, do offer to give in exchange a country of three lacs of Rupees, with its Chouth &c., in the neighbourhood of Broach. Colonel Upton having

declared that he could not restore the said islands, it is therefore agreed that they shall remain as they now are, and that they shall write to the Honorable the Supreme Council of Calcutta, and both parties engage to abide by their determination. If the Governor General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Murathas will then give up all right and title to the said islands; should the Governor General and Council of Calcutta restore Salsette, with the said islands, the English will accordingly deliver them over to the Peshwa.

ARTICLE IV.

The Murathas do agree to give to the English Company, for ever, all right and title to their entire share of the city and Purguna of Broach, as full and complete as ever they collected from the Moguls, or otherwise, without retaining claim of Chouth or any other demand whatever; so that the English Company shall possess it without participation or claim of any kind.

ARTICLE V.

The Murathas do agree (by way of friendship) to give, for ever, to the English Company, a country of three complete lacs of Rupees, near or adjoining to Broach, on which there is to be no claim of Chouth, or any other demand whatever. Two persons on the part of the Company, and two persons on the part of Rao Pundit Prudhan, to proceed and determine the place and boundaries, when the Peshwa will give the Sunuds.

ARTICLE VI.

The Peshwa and Ministers agree to pay to the Company twelve lacs of Rupees, in part of the expenses of the English Army, in two payments, viz. six lacs within six months of the date of this Treaty, and the other six lacs within two years of the same date.

ARTICLE VII.

The English do agree that every part of the Guzerat country, ceded to the Company by Rughoonath Rao, or taken possession of by them, shall be forthwith restored, with all the forts and towns thereunto belonging, except what is settled by this Treaty. The country ceded to the English by Syajee, or Futteh Sing Gaekwar, shall also be restored, when it is proved by their letters, and copies of the Sunuds granted by the former Peshwas, now in their (the Gaekwars') hands, that they do not possess power or authority to make such cessions. The Purgunas of Chikhlee and Korab, with the town of Vuriyao, three villages of the Purguna of Chowrasee, and the village of Bhathagam, are to continue as pledges in the possession of the English, till the Sunuds for the country of three lacs are made over. All Treaties and Agreements subsisting between

the English and Rughoonath Rao are hereby annulled, and those of Syajee and Futteh Sing Gaekwars are to be also annulled, when the above-mentioned proofs are produced.

ARTICLE VIII.

The English do agree that the troops now in the field from the Presidency of Bombay are to be marched immediately into their own garrisons and districts.

ARTICLE IX.

It is agreed, that Rughoonath Rao is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate also within the same time; and Proclamation is to be made by the Muratha Government, granting a full pardon to all the adherents and followers, and all such as have been in arms with Rughoonath Rao, the four following excepted; viz. Abajee Mahadjee, Noor Khan Gurdee, Toola Khidmutgar, and Kurun Sing Chokidar, who, for crimes and misdemeanors committed against the State, are for ever banished the Muratha dominions.

ARTICLE X.

If Rughoonath Rao refuses to disband his army, the English are to withdraw their forces, and are not to assist him.

ARTICLE XI.

The conditions of the ninth Article being complied with, the Peshwa and Ministers then consent to establish a household for Rughoonath Rao, consisting of one thousand Horse and some Foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Rughoonath Rao; also two hundred domestics, to be chosen by Rughoonath Rao, and paid by Government. They will also cause to be paid to Rughoonath Rao, to defray his other expenses, three lacs of Rupees per annum, by monthly payments, at the rate of twenty-five thousand Rupees per month; conditionally that he resides at Kopurgaon, on the banks of the Gunga Godavuree. If at any time he may want to change his place of residence, application is to be made to the Peshwa, without whose permission such a change is not to take place; and he is not to cause any disturbance, or carry on improper correspondence with any person.

ARTICLE XII.

It is agreed that no assistance is to be given by the English to Rughoonath Rao, or to any subject or servant of the Peshwa's that shall cause disturbances or rebellion in the Muratha dominions.

ARTICLE XIII.

It is agreed, that in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Muratha

coast, every assistance shall be given by that Government and the inhabitants, to save as much as possible: and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner the English Company engage their assistance, should any Muratha Ships or Vessels be wrecked on any of their Coasts.

ARTICLE XIV.

The Treaties between the Government of Bombay and the Murathas, dated the 12th July 1739*, and 12th October 1756*, are to be held and continued in as full force as when they were first entered into; unless any Article or Articles of either of them should, in other manner, be provided for by this Treaty: in such case, such Article or Articles are to be rejected, and those of this Treaty abided by.

ARTICLE XV.

All other Treaties or Agreements subsisting between the Government of Bombay and the Muratha Government, not having undergone alteration, or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon.

ARTICLE XVI.

The Hon'ble the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty, from the dates of the respective Sunuds or grants, and are therein, accordingly, to exercise their own laws and authorities; and the Murathas are not to cause any disturbances in any of the ceded countries, nor shall the English occasion any disturbance in the Muratha dominions.

ARTICLE XVII.

In the places hereby ceded to the Honorable Company, and in all the places restored to the Muratha Government by the English, it is agreed that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collections for any past time shall be made.

ARTICLE XVIII.

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Muratha Government, and a copy shall be sent to Calcutta, to be signed and sealed by the Honorable the Governor General and Members of the Supreme Council of Fort William, and afterward given to the Peshwa.

Dated the 1st March 1776.

(Signed) J. UPTON.

The signature of BALAJEE PUNDIT.

The signature of SUKHARAM PUNDIT.

* Vide pages 470 and 476.

ADDITIONAL CLAUSE.

(Agreed to on the 22nd May 1776.)

Whereas it is declared by the III. Article of the foregoing Treaty, that "the Peshwa, Rao *Pundit Prudhan*, and his Ministers, being desirous of having "Salsette and the small islands subdued by the English in the late war, restored "to them, do offer to give in exchange a country of three lacs of Rupees, with "its Chouth, &c. in the neighbourhood of Broach," and further, that "if the "Governor General and Council of Fort William do not restore them, they "shall continue in the possession of the English, and the said Peshwa, Rao "*Pundit Prudhan*, and his Ministers, will then give up all right and title to the "said islands."

The said Governor General and Council hereby declare their resolution not to relinquish the said islands of Salsette, Kurunja, Elephanta, and Hog, or to accept the territory offered in exchange for those islands; and the said islands are accordingly to remain for ever in the possession of the English, by virtue of the present Treaty.

(Signed) J. UPTON.

Poorundur, the 22nd May 1776.

Treaty with Raghoba, dated the 24th November 1778.

Raghoba's Seal.

The Company's Seal.

(Signed) EDWARD RAVENSCROFT,
Secretary to the Select Committee.

Articles of Agreement and Treaty between the Honorable WILLIAM HORNBY, *Esquire, President and Governor, and the Select Committee of Bombay, on the part and behalf of the Honorable United English East India Company, on the one part, and* RUGHOONATH RAO BAJEE RAO PRUDHAN, *on the other part.—Done and concluded at Bombay, this 24th day of November, in the year of our Lord* 1778 *(corresponding with the 3rd Zilkad Soor-Sun Tissa Subyne Mya-wu-uluf* 1179, *Arabic Style, or with the Gentoo Era the 5th Margshirsh Shood, in the year Vilumbee,* 1700).

ARTICLE I.

The Treaty concluded* by Colonel Upton with Sukharam Pundit and Balajee Pundit, Ministers in behalf of the Peshwa, and the Muratha State, having been

* Dated the 1st March 1776. Vide pages 490 ad 494.

violated by those Ministers in almost every Article, the Governor and the Select Committee of Bombay, with the sanction and concurrence of the Governor General and Council, do hereby engage and agree, in behalf of the aforesaid Honorable Company, to assist Rughoonath Rao Bajee Rao Prudhan, to the utmost of their power, to put him in possession of Poona, and to place him in the Regency of the Muratha Empire, during the minority of Madhow Rao Narayun, the infant Peshwa; hereby declaring that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Muratha State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

ARTICLE II.

Rughoonath Rao Bajee Rao Prudhan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peshwa Madhow Rao Narayun, in whose name he further engages to continue the Sicca (State Seal), and conduct the Government. But Rughoonath Rao Bajee Rao Prudhan, having expressed his doubts of the legitimacy of the Peshwa Madhow Rao Narayun, the Governor and Select Committee of Bombay do hereby engage, on Rughoonath Rao Bajee Rao Prudhan's strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction that the child is supposititious, they will place him in the Peshwaship, which, on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Narayun Rao, they will guarantee him an equal division of the Government and country, on the Peshwa's attaining to the age of seventeen, agreeable to what Rughoonath Rao Bajee Rao Prudhan says he is entitled to by his birth-right, according to the Gentoo law.

ARTICLE III.

The Governor and Select Committee of Bombay do hereby stipulate, and Rughoonath Rao Bajee Rao Prudhan, for their satisfaction, and that his upright intentions may appear manifest, doth hereby engage and agree, that the person of the Peshwa, Madhow Rao Narayun, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Parwutee Baee, if she will undertake the charge; and in such case the Machee of Poorundur, where the child is kept, must be guarded with a party of the Company's troops, and Rughoonath Rao Bajee Rao Prudhan may keep a Chowkee on the outside of the Gate to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Parwutee Baee. In case Parwutee Baee should refuse to undertake the charge, the child shall be put under the care of any of his relations,

on the mother's side; but should all these decline the trust, the child shall then be disposed of in such manner as may be deemed most advisable for his security and for the honor of the contracting parties.

ARTICLE IV.

Moroba Furnuvis, Bujaba Poorunduray, and Tookojee Holkar, having invited Rughoonath Rao Bajee Rao Prudhan to take upon himself the Government as Regent, and promised their assistance, Rughoonath Rao Bajee Rao Prudhan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like faithful, obedient servants, that he will show favor to them according to their ranks and services, in settling the offices of Government, and that their persons and fortunes shall be unmolested.

ARTICLE V.

The Governor and Select Committee engage not to interfere in the appointment or nomination of Officers to the forts, army, artillery, or revenues, or in the management of the Government, provided nothing be done in breach of any of the Articles of the present Treaty; Rughoonath Rao Bajee Rao Prudhan, on his part, faithfully promising to observe the terms mentioned in the Circular Letter, with respect to the personal safety of those whom he may be of opinion have injured him.

ARTICLE VI.

In consideration of the assistance to be afforded by the Honorable Company, for placing Rughoonath Rao Bajee Rao Prudhan in the Regency at Poona, Rughoonath Rao Bajee Rao Prudhan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March 1775, and to cede and make over to the Honorable Company, for ever, the several places and territories granted by the said Treaty, which were restored by the Treaty of Poorundur and Bassein, and its districts, and the island of Kanery, which were not put in possession of the Company. The several acquisitions which will devolve to the Honorable Company by virtue of this Article, are as follow:

Bassein fort and town, and the whole of its districts and dependencies, in their fullest extent, according to the just and fixed boundaries of that province.

Jumboosur and Orpar, in the same full and ample manner as ceded by the Treaty of Surat.

The Island of Kanery.

An assignment upon the Purguna of Uklesur, for the sum of 75,000 Rs. per annum, as settled by the VIII. Article of the Treaty of Surat.

There being also some small places, known by the name of Athgaons, always annexed, and actually making a part of the district of Salsette, which have

been withheld from the Company by the Poona Ministers, Rughoonath Rao Bajee Rao Prudhan doth hereby engage and agree, that the said Athgaons shall be ceded to the Honorable Company; but although the Governor and Select Committee have ever understood that Athgaons made a part of the district of Salsette, yet if the contrary should be made plainly to appear, they will give up their claim.

ARTICLE VII.

In addition to the several grants and cessions herein above specified, Rughoonath Rao Bajee Rao Prudhan doth hereby engage and promise to cede and make over for ever the Purgunas of Amode and Hansote, which grants are to be considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled.

ARTICLE VIII.

All the places herein ceded to the Honorable Company are to be considered as their sole right and property, from the day this Treaty is executed, without any claim of Chouth to the Muratha Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper; for which purpose Rughoonath Rao Bajee Rao Prudhan doth, with these presents, deliver the necessary orders to the Muratha Officers to surrender the said places. Rughoonath Rao Bajee Rao Prudhan doth further promise and engage, that immediately after his taking charge of the Regency at Poona, he will execute and deliver to the Government of Bombay regular Sunuds, under the Peshwa's Sicca (State seal), for the several cessions granted to the Honorable Company by this Treaty.

ARTICLE IX.

Rughoonath Rao Bajee Rao Prudhan engages to pay and make good the charges and expenses of the army and stores with which he is now to be assisted, which he hereby faithfully promises to make good in ready money, as soon as the situation of his affairs will possibly permit: and for the further security of the Honorable Company, he, by these presents, assigns over the Purguna of Versal, and the remainder of Uklesur, the revenues of which are to be collected by his Umuldars, and paid to the Honorable Company till the amount due for the expenses of the army is fully discharged; but in case of failure herein, these Purgunas are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto on the part of the Honorable Company will be relinquished; or if Rughoonath Rao Bajee Rao Prudhan regularly pays the monthly sum stipulated in the next Article, the Honorable Company will not interfere with the said Purgunas.

ARTICLE X.

Rughoonath Rao Bajee Rao Prudhan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the

sum of two lacs and a half of Rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account, in full of every expense attending the army; and is to commence from the day the forces leave Bombay.

ARTICLE XI.

Rughoonath Rao Bajee Rao Prudhan faithfully promises and engages to discharge his present debt to the Company, as soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

ARTICLE XII.

The English forces are to continue with Rughoonath Rao Bajee Rao Prudhan until the object of this Treaty is accomplished, which is to place him in the Regency at Poona; and when that is effected, they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Rughoonath Rao Bajee Rao Prudhan with their forces, so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

ARTICLE XIII.

The several Treaties and Agreements subsisting between the Government of Bombay and the Muratha Government, are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

ARTICLE XIV.

After the establishment of Rughoonath Rao Bajee Rao Prudhan in the Regency at Poona, there shall be a firm peace and alliance between the Honorable Company and the Muratha Government. Rughoonath Rao Bajee Rao Prudhan engages never to assist the enemies, or molest the dominions of the Company in any part of India, nor to make war, or commit depredations in the Carnatic or any other part of the dominions of their ally, the Nuwab of Arcot. The Governor and Select Committee of Bombay, in like manner, engage, in behalf of the Honorable Company, not to assist the enemies of Rughoonath Rao Bajee Rao Prudhan.

ARTICLE XV.

Rughoonath Rao Bajee Rao Prudhan hereby engages and agrees that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Muratha dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Muratha Government and the French Nation; any failure in which stipulation will be considered as a breach of the alliance between the Muratha Government and the Honorable Company.

ARTICLE XVI.

Rughoonath Rao Bajee Rao Prudhan doth hereby stipulate and engage, that the English shall enjoy all their former privileges and freedom of trade in the Muratha dominions without interruption, and he further engages to give all possible encouragement to the Honorable Company's trade, and to promote, as far as he can, an exclusive vend to the English for European commodities in the Muratha dominions. But the Honorable Company will make no settlement therein, without permission from Rughoonath Rao Bajee Rao Prudhan.

ARTICLE XVII.

If any Article of the present Treaty should interfere with any Engagement formed by the Governor General and Council, not yet known to the Governor and Select Committee of Bombay, such Article may be liable to be altered or amended, as may be necessary.

The foregoing Articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company, and Rughoonath Rao Bajee Rao Prudhan, the contracting parties have interchangeably affixed their hands and seals, and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

(Signed) WILLIAM HORNBY.
„ JOHN CARNAC.
„ DANIEL DRAPER.

Convention of Wurgaon, entered into on the 16th January 1779.

Translation of the Articles of Agreement between SHREEMUNT MADHOW RAO NARAYUN, *Pundit Prudhan, on one part, and the English Company on the other part.*

In the time of the late Shreemunt Pundit Prudhan Madhow Rao Bullal, matters went on peaceably; since then the English obtained possession of several places belonging to the Sirkar, such as the Islands of Salsette and Oorun, Jumboosur, and the Mahals and Purgunas of Broach, both belonging to the Sirkar and the Gaekwar; and the English gave their aid to Rughoonath Rao Dada Saheb; upon which, war having commenced, Colonel JOHN UPTON came from Calcutta with full powers, and made an Agreement, and according to that Agreement matters were to go on between the Company and the Muratha Sirkar. But on the side of the English this Agreement was not adhered to, they having given aid to Rughoonath Rao, and making preparations for war, mounted the Ghauts, invaded the Districts of the Muratha Sirkar, and began to make hostilities; upon which the Sirkar also prepared for war. At the district of Wurgaon, near Indooree Tulegaon, Mr. JOHN CARNAC and Colonel CHARLES EGERTON, of the Select Committee of Bombay, being fully empowered, did depute Mr. THOMAS HOLMES and Mr. FARMER. Further, from the beginning there was a

friendship between the Sirkar and the English, which being interrupted, Colonel JOHN UPTON made an Agreement,* according to which Treaty matters did not proceed, and therefore that Treaty is annihilated; and in the same manner, and on the same footing as the English and the Sirkar were in the time of the late Madhow Rao, in that manner are they now to remain,—the aid and cause of Raghoba to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Muratha Sirkar. The Islands of Salsette and Oorun, and the other islands and places at Jumboosur, and the Mahals of Broach, formerly belonging to the Muratha Sirkar and the Gaekwar, such as Chikhlee, Vuriyao, &c., were taken possession of; these we give up, and agree to go on and remain as we were in the time of the late Peshwa, Madhow Rao Bullal Pundit Prudhan, upon which this Agreement is made with the Sirkar: That in the time of the late Madhow Rao Bullal Pundit Prudhan matters went on peaceably, and since then different places belonging to the Sirkar, such as the islands of Salsette and Oorun, and other islands, and farther, Jumboosur and other Mahals, and the Umuls of Broach, belonging to the Sirkar and to the Gaekwar, the English got possession of; these must be delivered back to the Sirkar; and no aid or protection must in future be afforded to Rughoonath Rao, or to any of the enemies of the Sirkar. In this manner do we faithfully promise to perform, and on the part of the Sirkar good faith is also to be observed. Rughoonath Rao Dada Saheb was with us; he, by his own free consent, committed himself, with all his effects, to the care of Tookojee Holkar and Mahadjee Sindia. The English army with us is now at Wurgaon: it must be permitted to proceed, with all its effects and appurtenances, to Bombay, and as security for this, on the part of the Sirkar two persons will proceed, belonging to each of these Sirdars, by name Nago Gunesh and Wisajee Samash, Bala Rao Govind and Rana Cawn, to conduct the army to Bombay, and for this purpose troops shall be sent with you, or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Unturvédee and Bundelkhund provinces, and their Sirdars, being always under the Sirkar, no damage is to be done to them: and the English Army from Calcutta, having crossed the Nurbuda, is now at Hoshungabad; it is not to be permitted to proceed forwards, but is to be sent back to Calcutta, and on the road no molestation is to be given to any one. The before-mentioned Agreement is formed by the mediation of Tookojee Holkar, and Mahadjee Sindia, and according to it, matters are in future to proceed, without any kind of failure. This we pledge the English faith to observe, and the Sirkar is also to observe it. No aid or protection is to be afforded to the French.

Signed in the

Muratha Camp, by	English Camp, by
THOMAS HOLMES.	JOHN CARNAC.
W. G. FARMER.	CHARLES EGERTON.

* Vide Treaty dated the 1st March 1776, at pages 490 ad 494.

Agreement of JOHN CARNAC, *Esquire, and Colonel* CHARLES EGERTON, *an English Committee of Bombay, with* MAHADJEE SINDIA, *viz.:*

That after falling out with the Sirkar of Madhow Rao Narayun Pundit Prudhan, we, with an army, came upon the Ghaut, and remained at Tulegaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaon with Dada Saheb. We could hardly reach Bombay with our army and stores, considering which, we sent Messrs. FARMER and HOLMES to you, desiring you would come and get the Sirkar's and our Treaty settled as before, and conduct us and the army to Bombay, on which you did suspend the war; you came between us, and got the Sirkar's and English Treaty settled, and you promised to conduct us and the army to Bombay, without molestation from any body: you made our escape entirely; all which we took into our consideration, and were very glad. You are a principal Officer, and well-wisher to this Government, which has induced us to keep friendship with you. This came into our mind, and we were satisfied that you made us free from the Sirkar's and everybody's molestations, and got the Treaty settled as before, without any dispute from the Sirkar; therefore we thought we should serve you, and for which reason have, of our free will and accord, agreed, under the King's and Company's seal, to deliver up to you the fort of Broach, with its Government, in the same manner as the Mogul did hold it, which fort is now in our possession, and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's Dustuk, under the King's seal, to the Killedar of Broach, and deliver the fort and its country, in the manner the Mogul did hold it, up to you, under oath. No dispute shall arise in this, we promise solemnly; and we have left Mr. FARMER and Mr. CHARLES STEWART with you, as hostages for the performance of this Agreement: we will let no dispute arise. This we agree to in writing.*

Dated at Wurgaon, near Tulegaon, 27th Zilhuj (or the 16th of January 1779).

N. B.—The above was translated by a Native Linguist, and is an exact copy thereof.

* MEMORANDUM.—On the 17th January 1779, Mr. Farmer returned to the Muratha camp with Mahadjee Sindia's Vukeel, with the above papers executed, but they were never ratified by the Government of India, the Muratha authorities having, at the time of negociation, been distinctly informed by Mr. Carnac and Colonel Egerton that they possessed no power to accede to the terms insisted upon from them, the Supreme Government alone possessing the power to enter into a convention of the above nature.

Treaty of Peace with the Murathas, dated the 17th May 1782.

The Great Seal of the Peshwa.

Treaty of perpetual friendship and alliance between the Honorable the English East India Company, and the Peshwa, MADHOW RAO, *Pundit Prudhan, settled by Mr.* DAVID ANDERSON, *on the part of the Honorable Company, in virtue of the powers delegated to him for that purpose by the Honorable the Governor General and Council, appointed by the King and Parliament of Great Britain to direct and control all the Political Affairs of the Honorable English East India Company in India; and by* MAHARAJA SOOBHEDAR MADHOW RAO SINDIA, *as Plenipotentiary on the part of the Peshwa, Madhow Rao Pundit Prudhan, Balajee Pundit, Nana Furnuvis, and the whole of the Chiefs of the Muratha Nation, agreeably to the following Articles, which shall be for ever binding on their heirs and successors, and the conditions of them to be invariably observed by both parties.*

ARTICLE I.

It is stipulated and agreed to, betwixt the Honorable English East India Company and the Peshwa, through the mediation of Madhow Rao Sindia, that all countries, places, cities, and forts, including Bassein, &c. which have been taken from the Peshwa during the war which has arisen since the Treaty* settled with Colonel Upton, and have come into the possession of the English, shall be delivered up to the Peshwa. The territories, forts, cities, &c. to be restored, shall be delivered within the space of two months from the time when this Treaty shall become complete, (as hereinafter described,) to such persons as the Peshwa, or his Minister, Nana Furnuvis, shall appoint.

ARTICLE II.

It is agreed betwixt the English Company and the Peshwa, that Salsette and three other islands, viz. Elephanta, Kurunja, and Hog, which are included in the Treaty* of Colonel Upton, shall continue for ever in the possession of the English. If any other islands have been taken in the course of the present war, they shall be delivered up to the Peshwa.

ARTICLE III.

Whereas it was stipulated in the IV. Article of the Treaty* with Colonel Upton, that the Peshwa and all the Chiefs of the Muratha State do agree to give to the English Company, for ever, all right and title to the city of Broach, as full and complete as ever they collected from the Moguls, or otherwise,

* Vide pages 490 ad 494.

without retaining any claim of Chouth, or any other claims whatsoever, so that the English Company shall possess it without participation or claim of any kind; this Article is accordingly continued in full force and effect.

ARTICLE IV.

The Peshwa having formerly, in the Treaty with Colonel Upton, agreed, by way of friendship, to give up to the English Company a country of three lacs of Rupees near Broach, the English do now, at the request of Madhow Rao Sindia, consent to relinquish their claim to the said country, in favor of the Peshwa.

ARTICLE V.

The country which Syajee and Futteh Sing, Gaekwars, gave to the English, and which is mentioned in the VII. Article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obviate all further disputes, now agree that it shall be restored; and it is hereby settled that if the said country be a part of the established country of the Gaekwar, it shall be restored the Gaekwar; and if it be a part of the Peshwa's territories, it shall be restored to the Peshwa.

ARTICLE VI.

The English engage that having allowed Rughoonath Rao a period of four months, from the time when this Treaty shall become complete, to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with money for his expenses; and the Peshwa, on his part, engages that if Rughoonath Rao, voluntarily and of his own accord, repairs to Maharaja Madhow Rao Sindia, and quietly resides with him, the sum of 25,000 Rs. per mensem shall be paid him for his maintenance, and no injury whatever shall be offered him by the Peshwa, or any of his people.

ARTICLE VII.

The Honorable English East India Company and the Peshwa, being desirous that their respective allies shall be included in this peace, it is hereby mutually stipulated that each party shall make peace with the allies of the other, in the manner hereinafter specified.

ARTICLE VIII.

The territory which has long been the established Jageer of Syajee Gaekwar, and Futteh Sing Gaekwar, that is to say, whatever territory Futteh Sing Gaekwar possessed at the commencement of the present war, shall hereafter for ever remain on the usual footing in his possession; and the said Futteh Sing shall, from the date of this Treaty being completed, pay for the future to

the Peshwa the tribute as usual, previous to the present war, and shall perform such service, and be subject to such obedience, as have been long established and customary. No claim shall be made on the said Futteh Sing by the Peshwa, for the period that is past.

ARTICLE IX.

The Peshwa engages, that whereas the Nuwab Hyder Aly Khan, having concluded a Treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them; and they shall be restored to the English and the Nuwab Mahomed Aly Khan. All prisoners that have been taken, on either side, during the war, shall be released; and Hyder Aly Khan shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Rumzan in the year 1181, (August 1779, A. D.) being the date of his Treaty with the Peshwa; and the said territories shall be delivered over to the English and the Nuwab Mahomed Aly Khan, within six months after this Treaty being completed. And the English, in such case, agree, that so long as Hyder Aly Khan shall hereafter abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peshwa, they will in no respect act hostilely against him.

ARTICLE X.

The Peshwa engages on his own behalf, as well as on the behalf of his allies Nuwab Nizam Aly Khan, Raghojee Bhonsla Sena Saheb Soobah, and the Nuwab Hyder Aly Khan, that they shall in every respect maintain peace towards the English and their allies the Nuwab Asif-ood-Dowlah Bahadoor, and the Nuwab Mahomed Aly Khan Bahadoor, and shall in no respect whatever give them any disturbance. The English engage on their own behalf, as well as on behalf of their allies the Nuwab Asif-ood-Dowlah, and the Nuwab Mahomed Aly Khan, that they will in every respect maintain peace towards the Peshwa and his allies the Nuwab Nizam Aly Khan, and Raghojee Bhonsla Sena Saheb: and the English further engage, on their own behalf, as well as on the behalf of their allies, that they will maintain peace towards the Nuwab Hyder Aly Khan, under the conditions specified in the IX. Article of this Treaty.

ARTICLE XI.

The Honorable East India Company and the Peshwa mutually agree, that the vessels of each shall afford no disturbance to the navigation of the vessels of the other; and the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

ARTICLE XII.

The Peshwa and Chiefs of the Muratha State hereby agree, that the English shall enjoy the privilege of trade as formerly in the Muratha territories, and

shall meet with no kind of interruption. And in the same manner the Honorable East India Company agrees, that the subjects of the Peshwa shall be allowed the privileges of trade in the territories of the English, without interruption.

ARTICLE XIII.

The Peshwa hereby engages, that he will not suffer any factory of other European nations to be established in his territories, or those of the Chiefs dependent on him, excepting such as are already established by the Portuguese; and he will hold no intercourse of friendship with any other European nations. And the English, on their part, agree that they will not afford assistance to any nation of the Deccan or Hindoostan at enmity with the Peshwa.

ARTICLE XIV.

The English and the Peshwa mutually agree that neither will afford any kind of assistance to the enemies of the other.

ARTICLE XV.

The Honorable the Governor General and Council of Fort William engage that they will not permit any of the Chiefs, dependents, or subjects of the English, the gentlemen of Bombay, Surat or Madras, to act contrary, at any place, to the terms of this Treaty: in the same manner the Peshwa, Madhow Rao Pundit Prudhan, engages that none of the Chiefs or subjects of the Muratha State shall act contrary to them.

ARTICLE XVI.

The Honorable East India Company and the Peshwa, Madhow Rao Pundit Prudhan, having the fullest confidence in Maharaja Soobhedar Madhow Rao Sindia Bahadoor, they have both requested the said Maharaja to be the mutual guarantee for the perpetual and invariable adherence of both parties to the conditions of this Treaty; and the said Madhow Rao Sindia, from a regard to the welfare of both States, hath accordingly taken upon himself the mutual guarantee. If either of the parties shall deviate from the conditions of this Treaty, the said Maharaja will join the other party, and will, to the utmost of his power, endeavour to bring the aggressor to a proper understanding.

ARTICLE XVII.

It is hereby agreed, that whatever territories, forts, or cities in Guzerat were granted by Rughoonath Rao to the English, previous to the Treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in the VII. Article of the said Treaty, shall be restored, agreeable to the terms of the said Article.

This Treaty, consisting of XVII. Articles, is settled at Salpe, in the Camp of Maharaja Madhow Rao Sindia, on the 4th of the month Jumadee-oos-Sanee,

in the year 1197 of the Hijree (corresponding with the 17th of May 1782, of the Christian Æra), by the said Maharaja and Mr. David Anderson. A copy hereof shall be sent by each of the above-mentioned persons to their respective principals at Fort William and Poona; and when, both copies being returned, the one, under the seal of the Honorable English East India Company and the signature of the Honorable the Governor General and Council of Fort William, shall be delivered to Maharaja Madhow Rao Sindia Bahadoor, and the other, under the seal of the Peshwa Madhow Rao Pundit Prudhan and the signature of Balajee Pundit Nana Furnuvis, shall be delivered to Mr. David Anderson, this Treaty shall be deemed complete and ratified, and the Articles herein contained shall become binding on both the contracting parties.

(Written in the Murathee character by Raghoo Bhaoo Dewan,) "In all seventeen Articles, on the 4th of Jumadee-ool-Akhur, or 5th of Jesht Adheek, in the Shukul Patteh, in the (Arabic) year 1182."

(Subscribed in the Murathee character by Mahadjee Sindia,) "Agreed to what is above written in Persian."

(Signed) DAVID ANDERSON.

Witnesses.

(Signed) JAMES ANDERSON.
„ W. BLAINE.

(A true translation.)
(Signed) JAMES ANDERSON,
Assistant to the Embassy.

Ratified at Fort William, the 6th day of June, one thousand seven hundred and eighty-two.

The Company's Seal.

(Signed) WARREN HASTINGS.
„ EDWARD WHEELER.
„ JOHN MACPHERSON.

The following was added at the time of the Ratification at Poona, and the final Exchange at Gwalior.

This Treaty, consisting of XVII. Articles, was ratified on the 15th of the month of Mohurrum-ool-Hurum, in the year 1196 of the Hijree (20th December 1782), and shall be invariably and perpetually binding on both the contracting parties.

(Subscribed in the handwriting of Nana Furnuvis,) "Done "by me, Balajee Junardun, on the 15th of Mohurrum, in "the year 1183," (20th December 1782, A. D.)

Small Seal of the Peshwa.

On the 21st of Rubee-ool-Awul, in the year 1197 of the Hijree, the above written Treaty, under the seals of the Peshwa and the signature of Balajee

Pundit Furnuvis, was delivered near Gwalior to Mr. David Anderson, and a counterpart of the same, under the seal of the Company and the signatures of the Governor General and Council of Fort William, was, in like manner, delivered to Maharaja Mahadjee Sindia Bahadoor, by which exchange the said Treaty is become complete, and from this date shall be binding on each of the contracting parties.

(Subscribed in the hand-writing of Mahadjee Sindia,) "21st Rubee-ool-Awul."

(A true translation.)

(Signed) CHARLES WILKINS.

The counterpart subscribed by Mr. David Anderson, 24th February 1783.

N. B.—The small seal of the Peshwa is affixed to the joinings of the different sheets.

Additional Treaty, concluded between the Honorable East India Company and the Peshwa of the Muratha State, under date the 26th April 1783.

Whereas a Treaty of friendship between the Honorable Company and the Peshwa Pundit Prudhan, having been ratified and completed on the 21st day Rubee-ool-Awul, of the year one thousand one hundred and ninety-seven of the Hijree, and the following additions, for the increase of the friendship and concord of the two Governments, having been considered and approved of by both parties, are hereby agreed to by Mr. David Anderson, on the part of the Honorable Company, and Maharaja Soobhedar Madhow Rao Sindia, on the part of the Peshwa; and are accordingly to be held binding on both parties.

In the XI. Article of the Treaty of peace, relating to the mutual intercourse of shipping, the words "according to former custom" not having been inserted, it is now therefore explained that the intercourse of shipping shall be carried on according to former custom.

It is agreed to, between the Honorable Company and the Peshwa Madhow Rao Pundit Prudhan, that if any Chief, merchant, or other person, shall hereafter fly from the territories of the Honorable Company to those of the Peshwa, or from the territories of the Peshwa to those of the Company, no protection shall be afforded to such persons by either party.

Concluded near Gwalior, on the twenty-second day of Jumadee-ool-Awul, of the year of the Hijree one thousand one hundred and ninety-seven (conformable to the twenty-sixth day of April, one thousand seven hundred and eighty-three of the Christian Era).

(Signed) D. ANDERSON.

Witness.

(Signed) JAMES ANDERSON.

Ratified in Council, at Fort William, the 26th May 1783.

Company's Seal.

(Signed) WARREN HASTINGS.
" EDWARD WHEELER.
" JOHN MACPHERSON.
" JOHN STABLES.

(Signed) J. P. AURIOL,
Secretary.

Translation of a Treaty settled betwixt the Honorable East India Company and the Peshwa Madhow Rao Narayun and Muratha State.

The Honorable East India Company and the Peshwa, Madhow Rao Narayun Bahadoor, having concluded and mutually ratified a Treaty near Gwalior, on the 21st of the month of Rubee-ool-Awul, in the year of the Hijree 1197, in order to carry into execution the IX. Article of the said Treaty, the following stipulations are now settled and agreed on, betwixt Mr. David Anderson and Maharaja Soobhedar, Madhow Rao Sindia Bahadoor, on behalf of the said Honorable East India Company, on the one part, and the Peshwa and Muratha State on the other, and shall accordingly be binding on both parties.

The Peshwa, having dispatched letters to Tippoo Saheb, will cause him to restore all the forts and territories belonging to the English Company and the Nuwab Mahomed Aly, that may have come into his possession, and release such prisoners as have fallen into his hands. If Tippoo Saheb agrees to these terms, and carries them into execution, and if he remains at peace with the Peshwa, the English will not afterwards act hostilely against him; but if he refuses to comply with these requisitions of the Peshwa, in such case the Peshwa will immediately assist the English, and make war against him; after which neither of the contracting parties shall make peace with Tippoo Saheb without the consent of the other. The territories and forts that may be conquered from Tippoo Saheb shall be divided in the following manner: The territories of the English Company and the Nuwab Mahomed Aly will be delivered to the English Company and the Nuwab Mahomed Aly; the territories of the Peshwa and Muratha State will be delivered to the Peshwa and Muratha State. Whatever territories or forts may further be conquered from Tippoo Saheb, shall be equally divided betwixt the two contracting parties, according to the vicinity of their respective situations. But it is hereby stipulated, that the Peshwa shall have no claim to any territories or forts belonging to Tippoo Saheb, which the English may have conquered with their

own force, and be in possession of previous to the actual commencement of hostilities by the troops of the Peshwa against Tippoo Saheb. This Treaty being settled betwixt the English and the Peshwa, neither party shall deviate from it.

Settled and concluded on the 1st of Zilhuj, in the year 1197, of the Hijree (corresponding with the 28th of October, in the year 1783 of the Christian Era), under the signatures of Mr. DAVID ANDERSON *and* MAHARAJA SOOBEDAR MADHOW RAO SINDIA.

Signed in the Muratha language, in the hand-writing of Maharaja Soobhedar Madhow Rao Sindia, "Agreed to what is above written, on the 1st of Zilhuj, in the year 1197 of the Hijree, at Gwalior."

(Signed) D. ANDERSON.

Gwalior, 28th October 1783.

(True translation.)

(Signed) JAMES ANDERSON,
Assistant to the Embassy.

Treaty of Alliance between the Company, the Peshwa, and the Nizam, against Tippoo Sultan, 1790.

Treaty of offensive and defensive alliance between the Honorable United English East India Company, the Peshwa, Suvaee Madhow Rao Narayun Pundit Prudhan Bahadoor, and the Nuwab Nizam Aly Khan Asif Jah Bahadoor, against Futteh Aly Khan, known by the denomination of Tippoo Sultan; settled by Mr. CHARLES WARRE MALET, *on the part of the said Honorable Company, with the said Pundit Prudhan, by virtue of the powers delegated to him by the Right Honorable Charles Earl Cornwallis, K. G., Governor General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company to direct and control all their affairs in the East Indies.*

ARTICLE I.

The friendship subsisting between the States, agreeable to former Treaties, shall be increased by this.

ARTICLE II.

Tippoo Sultan, having engagements with the contracting powers, has, notwithstanding, acted with infidelity to them all, for which reason they have united in a league, that, to the utmost of their power, they may punish him, and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE III.

This undertaking being resolved on, it is agreed, that on Mr. Malet's annunciation to the Pundit Prudhan of the actual commencement of hostilities between the Honorable Company's forces and the said Tippoo, and on Captain John Kennaway's announcing the same to the Nuwab Asif Jah, the forces of the said Pundit Prudhan and Nuwab Asif Jah, in number not less than twenty-five thousand, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible, before and during the rains; and after that season, the said Pundit Prudhan and Nuwab will seriously and vigorously prosecute the war with a potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE IV.

The Nuwab Asif Jah being furnished with two Battalions of the Honorable Company's forces, Pundit Prudhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said Battalions to be made good to the Honorable Company by Pundit Prudhan, in like manner as settled with the Nuwab Asif Jah.

ARTICLE V.

On the said two battalions joining the Muratha army, Pundit Prudhan agrees to allot two thousand Horse to remain and act in concert with them. But in the event of urgent service, on which Cavalry alone can be employed, one thousand of the said Cavalry may be detached thereon, one thousand remaining constantly with the Battalions, whose pay will be defrayed regularly in ready money, every month, in the army or in Poona, at the option of Mr. Malet.

ARTICLE VI.

From the time of the said Battalions entering Pundit Prudhan's territories, an Agent, on the part of the said Pundit Prudhan, shall be ordered to attend the Commander, to execute such service as may occur.

ARTICLE VII.

If the Right Honorable the Governor General shall require a body of Cavalry to join the English Forces, Pundit Prudhan and the Nuwab Asif Jah shall furnish to the number of ten thousand, to march in one month from the time of their being demanded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Honorable Company's forces; but should any service occur, practicable only by Cavalry, they shall execute it, nor cavil on the clause of "to act with the Company's forces." The pay of the said Cavalry to be defrayed monthly, by the Honorable Company, at the rate and on the conditions hereafter to be settled.

ARTICLE VIII.

If, in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall, to the utmost of their power, each exert themselves to relieve the said party and distress the enemy.

ARTICLE IX.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisitions of territory, forts, and whatever each Sirkar or Government may become possessed of, from the time of each party commencing hostilities; but should the Honorable Company's forces make any acquisitions of territory from the enemy, previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts &c., due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

ARTICLE X.

The under-written Polegars and Zumindars, being dependent on Pundit Prudhan and the Nuwab Asif Jah, it is agreed that on their territories, forts, &c., falling into the hands of any of the allies, they shall be re-established therein, and the Nuzurana that shall be fixed on that occasion shall be equally divided amongst the allies; but in future, Pundit Prudhan and the Nuwab Asif Jah shall collect from them the usual Khundnee and Peshkush which have been heretofore annually collected; and should the said Polegars and Zumindars act with infidelity towards Pundit Prudhan or the Nuwab, or prove refractory in the discharge of their Khundnee and Peshkush, the said Pundit Prudhan and Nuwab are to be at liberty to treat them as may be judged proper. The Chief of (Savanoor) Shahnoor is to be subject to service, both with Pundit Prudhan and the Nuwab, and should he fail in the usual conditions thereof, Pundit Prudhan and the Nuwab will act as they think proper.

List of the Polegars and Zumindars, alluded to in the above Article.

Chitrudoorg.
Anagoondy.
Hurpunhullee.
Bellaree.
Roydoorg.
Kenchungowra.
Kunukwaree.
Kittoor.
Havanoor.
The district of Abdool Hakeen Khan, the chief of Shahnoor (Savanoor).

ARTICLE XI.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a Vukeel from each party shall be permitted to reside in

the army of the others; for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and the stipulations of this Treaty.

ARTICLE XII.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence; and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections; nor shall either of the parties enter into any separate negociations with Tippoo, but on the receipt of any advance or message from him, by either party, it shall be communicated to the others.

ARTICLE XIII.

If, after the conclusion of peace with Tippoo, he should attack or molest either of the contracting parties, the others shall join to punish him; the mode and conditions of effecting which shall be hereafter settled by the three contracting powers.

ARTICLE XIV.

This Treaty, consisting of fourteen Articles, being this day settled and concluded by Mr. Malet, with the Peshwa, Suvaee Madhow Rao Narayun Pundit Prudhan Bahadoor, Mr. Malet has delivered to the Pundit Prudhan one copy of the same in English and Persian, signed and sealed by himself; and the Pundit Prudhan has delivered to Mr. Malet another copy, in Murathee and Persian, executed by himself; and Mr. Malet has engaged to procure and deliver to the Pundit Prudhan, in seventy-five days, a ratified copy from the Governor General, on the delivery of which, the Treaty executed by Mr. Malet shall be returned.

Poona, 1*st June* 1790.

(Signed) C. W. MALET,
Resident.

The Company's Seal.

Ratified by the Governor General in Council, at Fort William in Bengal, the 5th day of July 1790.

(Signed) CORNWALLIS. L. S.
" CHARLES STUART.
" PETER SPEKE.

Treaty with the Peshwa, commonly called "The Treaty of Bassein," dated the 31st December 1802.

Treaty of perpetual and general defensive alliance between the Honorable English East India Company and His Highness the Peshwa BAJEE RAO RUGHOONATH RAO PUNDIT PRUDHAN BAHADOOR, *his children, heirs and successors, settled by Lieutenant Colonel* BARRY CLOSE, *Resident at the Court of His Highness, by virtue of the powers delegated to him by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company, to direct and control all their affairs in the East Indies.*

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable English East India Company and His Highness Rao Pundit Prudhan Bahadoor, and have been confirmed, at different periods, by Treaties of amity and union, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependents, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

ARTICLE I.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

ARTICLE II.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression, against either of the contracting parties, or against their respective dependents or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor General in Council, on behalf of the Honorable Company,

hereby declares that the British Government will never permit any power or State whatever to commit, with impunity, any act of unprovoked hostility or aggression against the rights and territories of His Highness Rao Pundit Prudhan Bahadoor, but will, at all times, maintain and defend the same, in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

With a view to fulfil this Treaty of General Defence and Protection, His Highness Rao Pundit Prudhan Bahadoor agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force, of not less than Six thousand Regular Native Infantry, with the usual proportion of Field Pieces and European Artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed in perpetuity, in His said Highness' territories.

ARTICLE IV.

For the regular payment of the whole expense of the said subsidiary force, His Highness Rao Pundit Prudhan Bahadoor hereby assigns and cedes, in perpetuity, to the Honorable East India Company, all the territories detailed in the Schedule annexed to this Treaty.*

ARTICLE V.

As it may be found that certain of the territories ceded by the foregoing Article to the Honorable Company may be inconvenient from their situation, His Highness Rao Pundit Prudhan Bahadoor, for the purpose of rendering the boundary line of the Honorable Company's possessions a good and well-defined one, agrees that such exchanges of Talookas or lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require, and it is agreed and covenanted, that the territories to be assigned and ceded to the Honorable Company by the fourth Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their Officers.

ARTICLE VI.

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lacs of Rupees, His said Highness has agreed to cede, by Article IV., lands estimated to yield annually the sum of twenty-six lacs of Rupees, the additional lac being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

* Vide pages 519 and 520.

ARTICLE VII.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Rao Pundit Prudhan Bahadoor, that the Honorable Company's Officers are prepared to take charge of the districts ceded by Article IV., His Highness will immediately issue the necessary Purwanas, or orders, to his Officers, to deliver over charge of the same to the Officers of the Honorable Company, and it is hereby agreed and stipulated, that all collections made by His Highness' Officers, subsequently to the date of this Treaty, and before the Officers of the Honorable Company shall have taken charge of the said districts, shall be carried to the credit of the Honorable Company; and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE VIII.

All forts situated within the districts to be ceded as aforesaid, shall be delivered to the Officers of the Hon'ble Company, with the said districts; and His Highness Rao Pundit Prudhan Bahadoor engages that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their ordinary equipment of ordnance, stores, and provisions.

ARTICLE IX.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer, and Officers of the said subsidiary force, shall be treated, in all respects, in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of His Highness, his heirs and successors, the overawing and chastisement of rebels or exciters of disturbance in His Highness' dominions, and the due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims; but it is not to be employed on trifling occasions, nor, like Sebundy, to be stationed in the country to collect the revenues, nor against any of the principal branches of the Muratha Empire, nor in levying contributions from Muratha dependents, in the manner of Moolukgeeree.

ARTICLE X.

Whereas much inconvenience has arisen from certain claims and demands of the Muratha State, affecting the city of Surat, it is agreed, that a just calculation shall be made of the value of the said claims by His Highness Rao Pundit Prudhan Bahadoor and the Government of Bombay; and in consequence of the intimate friendship now established between the contracting

parties, His Highness Rao Pundit Prudhan Bahadoor agrees, for himself, his heirs and successors, to relinquish for ever, all the rights, claims, and privileges of the Muratha State, affecting the said city of Surat, and all collections on that account shall cease and determine, from the day on which this Treaty shall be concluded; in consideration of which act of friendship, the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Muratha State, shall be deducted from the districts ceded by Article IV.; and on the same principle, and from similar considerations, His Highness further agrees, that the amount of the collections made for the Poona State, under the title of Nakebundy, in the Purgunas of Chowrasee and Chikhlee, shall be ascertained, by an average taken from the receipts of a certain number of years, or by such other mode of calculation as may be determined on; and His said Highness doth further agree, for himself, his heirs and successors, to relinquish for ever the Nakebundy collections aforesaid, and they shall accordingly cease, from the conclusion of this Treaty. And it is agreed and stipulated, that a piece of land, yielding a sum equal to the amount of the said Nakebundy collections, shall be deducted from the districts ceded by Article IV., in the same manner as stipulated in regard to the Chouth of Surat.

ARTICLE XI.

Whereas it has been usual for His Highness Rao Pundit Prudhan Bahadoor to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interests, such European or Europeans so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

ARTICLE XII.

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance, for mutual defence and protection against all enemies, His Highness Rao Pundit Prudhan Bahadoor consequently engages never to commit any act of personal hostility and aggression against His Highness the Nuwab Asif Jah Bahadoor, or any of the Honorable Company's allies or dependents, or against any of the principal branches of the Muratha Empire, or against any power whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE XIII.

And whereas certain differences, referring to past transactions, are known to subsist between the Sirkar of His Highness Rao Pundit Prudhan Bahadoor

and the Sirkar of His Highness the Nuwab Asif Jah Bahadoor, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sirkars, His Highness Rao Pundit Prudhan Bahadoor, with a view to the above end, agrees and accordingly binds himself, his heirs, and successors, to, fulfil and conform to the stipulations of the Treaty of Mahar: And His Highness Rao Pundit Prudhan Bahadoor further agrees, that on the basis of the fulfilment of the said Treaty of Mahar, and of the claim of His Highness the Nuwab Asif Jah Bahadoor, to be totally exempted from the payment of Chouth, the Honorable Company's Government shall be entitled to arbitrate and determine all such points as may be in doubt or difference between the Sirkars of their Highnesses aforementioned; And His Highness Rao Pundit Prudhan Bahadoor further agrees, that in the event of any differences arising between his Government and that of His Highness the Nuwab Asif Jah Bahadoor, at any future period, the particulars of such differences shall be communicated to the Honorable East India Company, before any act of hostility shall be committed on either side; And the said Honorable Company, interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformably to propriety and truth, and shall bring the parties to a right understanding: And it is further agreed, that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice, shall determine, such determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is, however, agreed, that this stipulation shall not prevent any amicable negociations, which the Honorable Company and the Courts of Poona and Hyderabad, respectively, may be desirous of opening; provided no such negociations shall be carried on between any of the three parties, without full communication thereof to each other.

ARTICLE XIV.

Whereas a Treaty* of Friendship and Alliance has been concluded between the Honorable Company and Raja Anund Rao Gaekwar Bahadoor, and whereas the said Treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of His Highness Rao Pundit Prudhan Bahadoor, affecting the Sirkar of the said Raja, His said Highness, adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said Treaty between the Honorable Company and Raja Anund Rao Gaekwar Bahadoor; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of His Highness Rao Pundit Prudhan Bahadoor and the Sirkar of the Raja aforementioned, His said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree that the said Government shall exa-

* Vide pages 136 ad 139.

mine into, and finally adjust the said demands and papers of accounts, and His said Highness further stipulates and binds himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine.

ARTICLE XV.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness Rao Pundit Prudhan Bahadoor engages, that with the reserve of two Battalions of Sepoys, which are to remain near His Highness' person, the residue of the British subsidiary force, consisting of four Battalions of Sepoys, with their artillery, joined by six thousand Infantry and ten thousand Cavalry of His Highness' own troops, and making together an army of ten thousand Infantry and ten thousand Cavalry, with the requisite train of artillery and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company in the same manner engage, on their part, in this case, to employ in active operations against the enemy, the largest force which they may be able to furnish, over and above the said subsidiary force.

ARTICLE XVI.

Whenever war shall appear probable, His Highness Rao Pundit Prudhan Bahadoor engages to collect as many Bunjarees as possible, and to store as much grain as may be practicable, in his frontier garrisons.

ARTICLE XVII.

As, by the present Treaty, the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, His Highness Rao Pundit Prudhan Bahadoor engages neither to commence nor to pursue, in future, any negociations with any other Power whatever, without giving previous notice, and entering into mutual consultation with the Honorable Company's Government: and the Honorable Company's Government, on their part, hereby declare that they have no manner of concern with any of His Highness' children, relations, subjects, or servants, with respect to whom His Highness is absolute.

ARTICLE XVIII.

Inasmuch as by the present Treaty of General Defensive Alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests of

the two States are become identified, it is further mutually agreed, that if disturbances shall, at any time, break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Prudhan Bahadoor shall permit such a proportion of the subsidiary troops as may be requisite, to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of His Highness' dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by His Highness Rao Pundit Prudhan Bahadoor, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness' dominions.

ARTICLE XIX.

It is finally declared that this Treaty, which, according to the foregoing Articles, is meant for the support and credit of His said Highness' Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

Signed, sealed, and exchanged at Bassein, the 31st of December A. D. 1802 *(or the 5th of Rumzan, Anno Hijree* 1217).

(Signed) BARRY CLOSE,
Resident at the Court of the Peshwa.

The Seal of Pundit Prudhan.

The Peshwa's Signature.

Schedule of the Territories ceded in perpetuity by His Highness Bajee Rao Rughoonath Pundit Prudhan Bahadoor to the Honorable English East India Company Bahadoor, agreeably to the IV. Article of the annexed Treaty.

1st. *From the Province of Guzerat, and Territories South thereof.*

Dhundooka, together with Choora, Ranapoor, and Gogo	Rs. 1,05,000
Cambay Chouth and Napoor	60,000

South of the Taptee.

Parnera	Rs. 27,000
Bootsur	6,200
Buwany	8,800
Bulsar	85,000
Parchole	1,07,000
Soopa	51,000
Carried forward, Rs.	2,05,000

Brought forward,	Rs. 2,05,000	
Surbhon	30,000	
Walore	30,000	
Bamsoo Kusba	7,900	
Wansda Chouth	7,000	
Dhurumpoory ditto	9,000	
Surat ditto	42,100	
Customs	83,000	
Between the Taptee and Nerbuda.		
Orpar	Rs. 3,16,000	
Hansote	85,000	
Uklesur	78,000	
Nundary	65,000	
Total South of the Taptee, and between the Taptee and Nerbuda	10,38,000	
Deduct 20 per cent. on account of decrease of revenue	2,07,600	
		8,30,400
Nakebundy of Chowrassee and Chiklee	20,000	
Phoolpara, Hoomaria, Kutargaum	5,000	
		25,000
2nd. From the Territories near the Toongbhudra.		
Savanoor, 26 Talooks	10,22,838	
From Bunkapoor	5,56,762	
		15,79,600
Grand Total	Rs.	26,00,000

Signed, sealed, and exchanged at Bassein, the 31st of December A. D. 1802 *(or the 5th Rumzan,* A. H. 1217).

(True copy.)
(Signed) BARRY CLOSE,
Resident at the Court of the Peshwa.

MEMORANDUM—This Treaty was ratified by the Governor General in Council on the 11th February 1803.

Order from the Peshwa, under His Highness' seal, to Khundé Rao Neelkunth, Sursoobah of Guzerat, dated the 5th April 1803, *requiring him to deliver over to the Hon'ble East India Company's Government the several lands and places in that Province, and in the vicinity of Surat, detailed in the Schedule annexed to the Treaty of Bassein.*

From BAJEE RAO RUGHOONATH PRUDHAN,
To KHUNDE' RAO NEELKUNTH.

A. C.

Having engaged for the Sirkar the services of six Battalions of the English, Mahals, yielding a revenue of twenty-six lacs of Rupees, and situated in Guzerat and the Carnatic, and enumerated in a separate English Memorandum, which bears the State seal, (have been assigned) for the expenses thereof. Of the Mahals fixed upon, to make up the amount of twenty-six lacs of Rupees, there are some in Guzerat, and they are named in the Memorandum: you are, therefore, required not to prevent the English from establishing their authority in the Mahals specified in the sealed Memorandum; you are to permit them to establish their authority in whatever Mahals they may wish, and to report to the Hoozoor the Mahals in which they may actually establish their authority, when the separate sealed Memorandum can be compared with your report. Let this be known.

Dated 12th Zilhuj Soor Sun Sullas Mya Tyne Wu Uluf (5th April 1803). Act according to the order.

End of the Writing.

(True translation.)
(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

Order from Khundé Rao Neelkunth, Sursoobah of Guzerat, to his Naib at Amode, Gunput Rao Bullal, enjoining him to comply with the Peshwa's commands contained in the foregoing Order.

From KHUNDE' RAO NEELKUNTH,
To GUNPUT RAO BULLAL.

A. C.

Further, I have received a Sunud from the Hoozoor (Peshwa) to this effect, "having engaged for the Sirkar the services of six Battalions of the English, Mahals, yielding a revenue of twenty-six lacs of Rupees, and situated in Guzerat and the Carnatic, and enumerated in a separate English Memorandum which bears the seal, (have been assigned) for the expenses thereof. Of the Mahals

fixed upon, to make up the amount of twenty-six lacs of Rupees, there are some in Guzerat, and they are named in the Memorandum. You are, therefore, required not to prevent the English from establishing their authority in the Mahals specified in the sealed Memorandum: you are to permit them to establish their authority in whatever Mahals they may wish, and to report to the Hoozoor the Mahals in which they may actually establish their authority, when the separate sealed Memorandum can be compared with your report." I have therefore addressed this letter to you, and you are hereby required not to oppose them (the English) in establishing their authority in such of the Mahals in Guzerat as are named in the separate English Memorandum to which the State seal has been affixed; you are to report the (names of the) Mahals in which they may establish their authority, and to issue "Sor* chithees" in regard to the Umuls of the Mahals which Anund Rao Withul holds under attachment, on my part, and to make him give up (the Mahals). Dated 15th Zilhuj, Soor Sun Sullas Mya Tyne Wu Uluf (8th April 1803). What more need be written? Continue to be kind. This is the request.

* Orders for the removal of attachment.

(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

From Khundé Rao Neelkunth, Sursoobah of Guzerat, to Hunmunt Rao Dulvee, Huvaldar of the Fort of Parnera, Prant Guzerat, dated the 8th April 1803.

From KHUNDE' RAO NEELKUNTH,
To HUNMUNT RAO DULVEE.

A. C.

Further, having engaged for the Sirkar the services of six Battalions of the English, and having assigned certain Mahals of Prant Guzerat for the expenses thereof, the Hoozoor has issued to me a Sunud, directing me to make over the Umul to the English. I have therefore addressed this letter to you, and you are hereby required to make over the fort, together with its stores, to those who may come on the part of the English to establish their authority, and you are to take a receipt. Dated 15th Zilhuj Soor Sun Sullas Mya Tyne Wu Uluf (8th April 1803). What more need be written? This is the request.

Mortubsood.

Shree Martund Khundé Rao Neelkunth devoted servant of the Punt Prudhan.

(True translation.)
(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

From Khundé Rao Neelkunth, Sursoobah of Guzerat, to Gunput Rao Luxoomun, Amuldar of Ukleshwur, dated the 8th April 1803.

From KHUNDE' RAO NEELKUNTH,
To GUNPUT RAO LUXOOMUN.

A. C.

Further, having engaged for the Sirkar the services of six Battalions of the English, and having assigned certain Mahals of Prant Guzerat for the expenses thereof, the Hoozoor has issued to me a Sunud, directing me to make over the "Umul" to the English. I have therefore addressed this letter to you, and you are hereby required to make over the "Umul" of Purguna Ukleshwur to those who may come on the part of the English to assume it. Dated 15th Zilhuj Soor Sun Sullas Mya Tyne Wu Uluf (8th April 1803). What more need be written? This is the request.

(True translation.)
(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

From Khundé Rao Neelkunth, Sursoobah of Guzerat, to Mulhar Bajee and Bhugwunt Baboo Rao, in charge of Bulsar, dated the 8th April 1803.

From KHUNDE' RAO NEELKUNTH,
To MULHAR BAJEE and BHUGWUNT BABOO RAO.

A. C.

Further, having engaged for the Sirkar the services of six Battalions of the English, and having assigned certain Mahals of Prant Guzerat for the expenses thereof, the Hoozoor has issued to me a Sunud, directing me to make over the "Umul" to the English. I have therefore addressed this letter to you, and you are hereby required to make over the Umul of Purguna Bulsar to those who may come on the part of the English to assume it; and you are to raise no objection. You are to leave (the place) and come here. Dated 15th Zilhuj Soor Sun Sullas Mya Tyne Wu Uluf (8th April 1803). What more need be written? Continue to be kind. This is the request.

(True translation.)
(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

From Khundé Rao Neelkunth, Sursoobah of Guzerat, to Wamun Rao Govind, Amuldar of the District of Parnera, dated the 8th April 1803.

From KHUNDE' RAO NEELKUNTH,
To WAMUN RAO GOVIND.

A. C.

Further, having engaged for the Sirkar the services of six Battalions of the English, and having assigned certain Mahals of Prant Guzerat for the expenses thereof, the Hoozoor has issued to me a Sunud, directing me to make over the Umul to the English. I have therefore addressed this letter to you, and you

are hereby required to make over the fort of Parnera, together with its Mahals and stores (which are to be counted beforehand), to those who may come on behalf of the English to establish their authority, and you are to take a receipt. You are to raise no objection to the giving up of the "Umul." Dated 15th Zilhuj Soor Sun Sullas Mya Tyne Wu Uluf (8th April 1803). What more need be written? Continue to be kind. This is the request.

(True translation.)
(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

Raja Shahoo, Nurputee
Hursh Needhan, Bajee Rao
Rughoonath
Mookh Prudhan.

Order from the Peshwa to Bhugwunt Rao Gaekwar, dated the 7th April 1803, *desiring him to deliver over to the Officers of the British Government the several lands and places in the Soobah of Ahmedabad ceded to the Hon'ble Company by the Treaty of Bassein.*

To the ever prosperous and highly entrusted Bhugwunt Rao Gaekwar, from his well-wisher, Bajee Rao Prudhan, Soor Sun 1203 (7th April 1803).

Having subsidised from the English six Battalions, certain specified territories, to the amount of 26 lacs of Rupees, from the Guzerat and Carnatic, have, according to the specification thereof in an English Schedule, passed under my seal, and Berij or Revenue funds of the amount of 26 lacs of Rupees, have thus been provided, in part of which the English will proceed to establish their own administration (Umul) in such of the Ahmedabad lands and territories as are specified in the sealed English Schedule, which you are not to oppose, but let them enter on the possession of whatever Districts they think fit, upon which you will report what places and territories they shall thus enter upon, whereupon I will compare the particulars of your report with the written Schedule, under my seal. What can I write more?

Dated 14*th Zilhuj* (7*th April* 1803).

LEKHUN
SEEMA.

Translation of a Letter from His Highness the Peshwa, Bajee Rao Rughoonath Prudhan, to Govind Rao Krishnu, Killedar of the Fort of Parnera, dated 7th Rubee-ool-Awul, or 28th June 1803, *received at Bombay the* 1*st July do.* (*Soor Sun Arba Mya Tyne Wu Uluf* 1204).

After the usual introductory address.

In consequence of having retained, in the Sirkar's service, six Battalions of the British troops, and for their expense ceded 26 lacs of Rupees worth of specified territories out of the Provinces of Guzerat and the Carnatic, for which I have affixed my seal to a separate Memorandum, drawn out in the English language.—Thus hath been settled 26 lacs of Mahals, Parnera inclusive.

You are hereby, consequently, directed to deliver the possession of the fort to the Hon'ble Company, and obtain their acknowledgment for the same.

The same to Dhondo Ram Kumavisdar. The same to the Huvaldars and Karkoons on this affixed Great Seal.

Raja Shahoo, Nurputee
Hursh Needhan, Bajee
Rao Rughoonath
Mookh Prudhan.

Translation of a Letter from the above-named Killedar, Govind Rao Krishnu Apté, to Wamun Rao Apté, at Parnera, dated Poona, 7th Ashadh Shood, (or 26th June 1803 A. D.)

It is irrevocably resolved by the Sirkar to cede the fort of Parnera to the Hon'ble Company, and previous to this, the Sunuds have been transmitted to you.

You are hereby directed, according to the spirit of the said Sunuds, to deliver over the possession of the fort, and stores, to the Hon'ble Company, and obtain their acknowledgment without further objection. What can I write more?

Articles of Engagement agreed to Supplemental to the Treaty of Bassein, dated the 16*th December* 1803.

A Treaty, consisting of XIX. Articles, was concluded at Bassein between the Honorable English East India Company Bahadoor, and His Highness the Peshwa, Bajee Rao Rughoonath Pundit Prudhan Bahadoor. The following Articles of Engagement are now agreed on and settled, as supplemental to the said Treaty, by Lieutenant Colonel* Barry Close, *on the part of the said Honorable Company, and* Anund Rao, *Vukeel, on the part of the said Rao Pundit Prudhan Bahadoor, under full power and authority granted to them, respectively, for the purpose.*

Article I.

That of the territory ceded, in perpetuity, to the Honorable East India Company, by the said Treaty of Bassein, the country of Savanoor, and Talookas of

* Dated the 31st December 1802. Vide pages 513 ad 519.

Bunkapoor, in the Carnatic, yielding an annual revenue of sixteen lacs of Rupees, shall be restored, in perpetuity, to the Sirkar of the said Rao Pundit Prudhan Bahadoor.

ARTICLE II.

That of the territory ceded, in perpetuity, to the English East India Company by the Treaty of Bassein, the Purguna of Orpar, in Guzerat, yielding a revenue, annually, of three lacs and sixteen thousand Rupees, shall likewise be restored, in perpetuity, to the Sirkar of the said Rao Pundit Prudhan Bahadoor, in order that it may be restored to Nursing Khundé Rao, who has served the Sirkar with fidelity and attachment.

ARTICLE III.

That a Regiment of Native Cavalry, of the same strength and complement as the Cavalry Regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

ARTICLE IV.

In the XV. Article of the Treaty of Bassein, it is stipulated that ten thousand Cavalry, and six thousand Infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Rao Pundit Prudhan Bahadoor, and, in addition thereto, such further force as the Sirkar of the said Rao Pundit Prudhan Bahadoor should be able to bring into the field. This stipulation is now annulled, and, in lieu thereof, it is agreed and covenanted, that in time of war, the said Rao Pundit Prudhan Bahadoor shall appoint and furnish five thousand Cavalry and three thousand Infantry, with a due porportion of ordnance and military stores, and, in addition thereto, such further force as the said Rao Pundit Prudhan Bahadoor shall be able to bring into the field.

ARTICLE V.

That a corps of Muratha Cavalry, amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government, of which five thousand horse, two thousand shall serve with His Highness the Peshwa, and the remaining three thousand with the British army in the field; and in the said five thousand Muratha Cavalry are not to be included the Muratha troops serving with the British army under the Chieftains Bapoojee Gunesh Punt Gokhlay, and Sudojee Rao Nimbalkur, which troops shall continue to be subsisted at the charge of Rao Pundit Prudhan Bahadoor.

ARTICLE VI.

By Articles I. and II. of this Agreement, territory, yielding an annual revenue of 19,16,000 Rupees, is restored to the Sirkar of Rao Pundit Prudhan Bahadoor: in lieu thereof, and for the purposes hereafter mentioned, the said Rao Pundit Prudhan Bahadoor agrees and stipulates to cede, in perpetuity, to

the Honorable English East India Company, from the province of Bundelkhund, conquered for the Poona State by Aly Bahadoor, territory yielding an estimated annual revenue of 36,16,000 Rupees, agreeably to the following detail:—

FIRST.—In lieu of the country of Savanoor, and Talookas of Bunkapoor, in the Carnatic, and the Purguna of Orpar, in Guzerat, a tract of territory yielding an annual revenue of 19,16,000 Rupees.

SECOND.—On account of the stated high value of Orpar, a tract of territory yielding an annual revenue of 50,000 Rupees, in excess for that Purguna.

THIRD.—To bear the entire expense of the Regiment of Cavalry mentioned in Article III. a tract of territory yielding an annual revenue of 7,50,000 Rupees.

FOURTH.—To serve as an equivalent for the expense to be incurred by the British Government, in paying and maintaining, during the present war, the five thousand Cavalry mentioned in Article V. a tract of territory, yielding an annual revenue of 5,00,000 Rupees; and lastly, a tract of territory, yielding an annual revenue of 4,00,000 Rupees, to meet the extraordinary expense which the British Government must be subject to, in establishing its authority in Bundelkhund, which is disturbed and ravaged by rebels, who must be subdued and punished.

Total country ceded from Bundelkhund, 36,16,000 Rupees.

ARTICLE VII.

The whole of the foregoing territory, ceded as above, from Bundelkhund, to the Honorable English East India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and, in every respect, most convenient for the British Government.

ARTICLE VIII.

Inasmuch as the Purguna of Orpar was particularly valuable to the Honorable Company's Government, by reason of its proximity to the city of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said Purguna of Orpar shall be so managed and governed, at all times, by the Muratha authority, as to conduce to the convenience of the said city, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between the inhabitants of both sides. And, inasmuch as the sovereignty of the river Taptee doth belong to the British Government, it is accordingly agreed and covenanted, that the Muratha authority in Orpar shall have no right or concern whatever in the wreck of any vessel that may be cast upon any part of the Orpar territory, connecting with the said river Taptee, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation. (Signed) B. CLOSE,

Resident at Poona.

Signed, sealed, and exchanged at Poona, the 16th December, Anno Domini 1803 *(or the 1st Rumzan, Anno Hijree* 1218).

This Engagement was ratified by the Governor General in Council, on the 7th January 1804.

Partition Treaty of Poona, with His Highness the Peshwa, dated the 14th May 1804.

Treaty for the settlement of general peace in Hindoostan and the Deccan, and for the confirmation of the friendship subsisting between the Honorable English East India Company and its allies, His Highness the Soobhedar of the Deccan, and His Highness Rao Pundit Prudhan Peshwa Bahadoor, settled between the said Honorable Company and the said allies by Lieutenant Colonel BARRY CLOSE, *Resident at the Court of His Highness the Peshwa, in virtue of the powers delegated to him by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Majesty's Most Honorable Privy Council, Governor General in Council of all the British possessions, and Captain General of all the British land forces in the East Indies.*

Whereas by the terms of the Treaties of peace concluded by Major General the Honorable Arthur Wellesley, on the part of the Honorable Company and its allies, with Maharaja Sena Saheb Soobah, Raja of Berar, at Deogaum, on the 17th of December 1803,* and with Maharaja Dowlut Rao Sindia, at Surjé Anjungaum, on the 30th of that month, which Treaties have been duly ratified by the Governor General in Council and by the allies of the British Government, certain forts and territories have been ceded by Maharaja Sena Saheb Soobah and by Maharaja Dowlut Rao Sindia to the Honorable Company and its allies, the following Articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies:—

ARTICLE I.

The province of Kuttack, including the port and district of Balasore, and all cessions of every description, made by the II. Article of the Treaty* of Deogaum, or by any Treaties which have been confirmed by the X. Article of the said Treaty of Deogaum, shall belong, in perpetual sovereignty, to the Honorable English East India Company.

ARTICLE II.

The territories of which Maharaja Sena Saheb Soobah formerly collected the Revenues, in participation with His Highness the Soobhedar of the Deccan,

* Vide pages 340 ad 343.

and those formerly possessed by Maharaja Sena Saheb Soobah to the Westward of the River Wurdha, ceded by the III. Article of the Treaty of Deogaum, and the territory situated to the Southward of the hills on which are the forts of Nernala and Gawilgur, and to the Westward of the River Wurdha, stated by the IV. Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong, in perpetual sovereignty, to His Highness the Soobhedar of the Deccan, with the exception of the districts reserved to Sena Saheb Soobah, in the V. Article of the said Treaty of Deogaum.

ARTICLE III.

All the forts, territories, and rights of Maharaja Dowlut Rao Sindia in the Doab or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the Northward of those of the Rajas of Jeypoor and Jodhpoor, and of the Rana of Gohud, ceded by the II. Article of the Treaty of Surjé Anjungaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE IV.

The fort of Broach, and territory depending thereon, ceded by the III. Article of the Treaty of Surjé Anjungaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE V.

The fort and city of Ahmednuggur, together with such part of the territory depending thereon as is ceded by the III. Article of the Treaty of Surjé Anjungaum to the Honorable Company and its allies, shall belong, in perpetual sovereignty, to His Highness the Peshwa.

ARTICLE VI.

All the territories which belonged to Maharaja Dowlut Rao Sindia, before the commencement of the late war, situated to the Southward of the hills called the Adjuntee Hills, including the fort and district of Jalnapoor, the town and district of Gandapoor, and all other districts between that range of hills and the river Godavuree ceded by the IV. Article of the Treaty of Surjé Anjungaum to the Honorable Company and its allies, shall belong, in perpetnal sovereignty, to His Highness the Soobhedar of the Deccan.

ARTICLE VII.

All cessions made to the Honorable Company by any Treaties, which have been confirmed by the IX. Article of the Treaty of Surjé Anjungaum, shall belong, in perpetual sovereignty, to the Honorable Company.

ARTICLE VIII.

This Treaty, consisting of VIII. Articles, being this day, the 14th of May 1804, A. D. (corresponding with the 3rd of Sufur 1219, A. H.) settled and

concluded at Poona by Lieutenant Colonel Barry Close, Resident with His Highness the Peshwa, Lieutenant Colonel Barry Close has delivered to His said Highness a copy of the same in English, Persian, and Murathee, under the seal and signature of the said Lieutenant Colonel Barry Close; And His Highness the Peshwa has delivered to the said Lieutenant Colonel Barry Close another copy, also in Persian, Murathee, and English, bearing His Highness' seal; And Lieutenant Colonel Barry Close, aforesaid, has engaged to procure and deliver to His said Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble the Governor General in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East India Company and on his Highness, and the copy of it, now delivered to His said Highness, shall be returned.

MEMORANDUM.—This Treaty was ratified by the Governor General in Council on the 4th June, 1804.

Treaty between the Honorable East India Company and His Highness Bajee Rao Rughoonath Rao Pundit Prudhan, his heirs and successors, concluded at Poona, on the 13th of June 1817, by the Honorable M. ELPHINSTONE, *on the part of the Honorable Company, and by* MORO DIXIT *and* BALAJEE LUXOOMAN, *on the part of the Rao Pundit Prudhan, by virtue of full powers from their respective Governments.*

PREAMBLE.—Whereas a Treaty of General Defensive Alliance, consisting of XIX. Articles, was concluded at Bassein,* between the Honorable East India Company and His Highness Rao Pundit Prudhan Bahadoor, and whereas seven Articles of Agreement, supplemental to the said Treaty, were agreed on at Poona, between the same Powers: and whereas certain disputes have since arisen, which it is the desire of both parties to remove; with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following Treaty has been concluded between the two States:—

ARTICLE I.

Whereas Trimbukjee Denglay, by the murder of Gungadhur Shastree, the public Minister of the Gaekwar State, rendered himself obnoxious to public

* Vide pages 513 ad 519.

justice, and it became the peculiar duty, both of the Honorable East India Company's Government, and of that of His Highness Rao Pundit Prudhan Bahadoor, to inflict on him such punishment as might mark their detestation of his crimes, and deter others from committing the like atrocities; and whereas Trimbukjee Denglay has escaped from the custody of the Honorable East India Company's Government, to which he was made over by Rao Pundit Prudhan Bahadoor, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His Highness Rao Pundit Prudhan Bahadoor solemnly engages never to afford to the said Trimbukjee any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honorable East India Company; and until such time as the said Denglay may be delivered up, the family of the said Denglay are to remain as hostages in the hands of the Honorable Company's Government. His Highness Rao Pundit Prudhan Bahadoor also engages severely to punish all who participated in the said Trimbukjee's rebellion, and who have not surrendered themselves according to His Highness' Proclamation.

ARTICLE II.

All Articles of the Treaty of Bassein, and of the supplemental Articles concluded at Poona, which are not contrary to the tenor of the present Engagement, are hereby confirmed.

ARTICLE III.

By the XI.* Article of the Treaty of Bassein, His Highness Rao Pundit Prudhan Bahadoor engages to dismiss all Europeans, Natives of States at war with Great Britain, who shall meditate injury towards the English. His Highness Rao Pundit Prudhan Bahadoor now engages never to admit into his territories any subject of any European or American powers whatever, without the previous consent of the British Government.

ARTICLE IV.

By the XVII. Article of the Treaty of Bassein His Highness Rao Pundit Prudhan Bahadoor engaged neither to commence nor pursue, in future, any negociations with any Powers whatever, without giving previous notice to, and entering into mutual consultation with the Honorable East India Company's Government. In order to the more effectual fulfilment of this Article, His Highness Rao Pundit Prudhan Bahadoor hereby engages neither to maintain Vukeels or other Agents at the Court of any Power whatever, nor to permit the residence of Vukeels or other Agents from any Power whatever at his Court; and His Highness further engages to hold no communication with any Power whatever, except through the Resident or other Minister of the Honorable Company's Government, residing at His Highness' Court: and His Highness Rao Pundit Prudhan Bahadoor hereby, for himself, and for his heirs and successors, recognizes the dissolution, in form and substance, of the Muratha

* Vide page 516.

Confederacy, and renounces all connexion whatever with the other Muratha Powers, whether arising from his former situation of executive head of the Muratha Empire, or from any other cause. Nothing contained in this Article shall affect any rights which His Highness Rao Pundit Prudhan Bahadoor may possess over any Chiefs of the Muratha State, between the rivers Nurbuda and Toongbhudra, and to the West of the Western frontier of His Highness the Nizam's dominions, who are now in obedience to His Highness Rao Pundit Prudhan Bahadoor. His Highness, however, renounces all claims on the Raja of Kolhapoor, and on the Government of Sawunt Waree, and engages to advance no claims on the lands of their Highnesses Sindia, Holkar, the Raja of Berar, and the Gaekwar, which may be situated within the limits before-mentioned.

ARTICLE V.

His Highness Rao Pundit Prudhan Bahadoor specially renounces all future demands on His Highness Raja Anund Rao Gaekwar Bahadoor, whether resulting from the former supremacy of the said Rao Pundit Prudhan Bahadoor, as executive head of the Muratha Empire, or from any other cause; but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highness Rao Pundit Prudhan Bahadoor and the Government of the Raja above mentioned, which His Highness Rao Pundit Prudhan Bahadoor agreed, by the XIV. Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force, as far as relates to past times; but His Highness Rao Pundit Prudhan Bahadoor now consents, that in the event of the payment of the annual sum of four lacs of Rupees, by Raja Anund Rao Gaekwar Bahadoor, the above Agreement shall be set aside, and the said Raja shall be discharged from all claims whatever on the part of the said Rao Pundit Prudhan Bahadoor. In case His Highness Raja Anund Rao Gaekwar Bahadoor should not consent to the payment of the annual sum of four lacs of Rupees, then the Agreement above-mentioned, which forms part of the XIV. Article of the Treaty of Bassein, shall remain in force, and binding on both parties, but His Highness Rao Pundit Prudhan Bahadoor hereby distinctly renounces all future claims on His Highness Raja Anund Rao Gaekwar Bahadoor.

ARTICLE VI.

In the IV.* Supplemental Article to the Treaty of Bassein, it is agreed, that in time of war, His Highness Rao Pundit Prudhan Bahadoor shall appoint and furnish five thousand Cavalry and three thousand Infantry, with a due proportion of ordnance and military stores, to join and act with the British subsidiary force; and, in addition thereto, His Highness agrees to employ in the war such further force as he shall be able to bring into the field. That Article is hereby annulled; and in lieu thereof it is agreed that His Highness Rao Pundit Prudhan Bahadoor shall place at the disposal of the British Govern-

* Vide page 526.

ment sufficient funds for the payment of a force of five thousand Cavalry and three thousand Infantry, and the provision of a due proportion of ordnance and military stores; on the fulfilment of which engagement the British Government shall have no future claim to the services of the contingent above-mentioned. But His Highness Rao Pundit Prudhan Bahadoor shall still be bound, as formerly, to co-operate in the war, with such a force as he may be able to bring into the field, the Honorable Company, in the same manner, engaging to employ in active operations against the enemy, the largest force which they may be able to furnish over and above the subsidiary force.

ARTICLE VII.

To enable the British Government to supply the place of the contingent above-mentioned, His Highness Rao Pundit Prudhan Bahadoor hereby assigns and cedes, in perpetuity, to the Honorable Company, all the territories and rights detailed in the Schedule* annexed to this Treaty; and His Highness expressly renounces all claims and pretensions, of whatever description, on the countries enumerated in the said Schedule, and all connexion with the Chiefs and Bhoomeas of those countries.

ARTICLE VIII.

As it may be found that certain of the territories ceded by the foregoing Article may be inconvenient, from their situation, His Highness Rao Pundit Prudhan Bahadoor, for the purpose of rendering the boundary line a good and well defined one, agrees that such exchanges of Talookas and lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require; and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company, by the VII. Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and their Officers.

ARTICLE IX.

His Highness Rao Pundit Prudhan Bahadoor will immediately issue the necessary Purwanas, or orders, to His Highness' Officers to deliver over charge of the districts ceded by Article VII. to the Officers of the Honorable Company; and it is hereby agreed and stipulated, that all collections made by His Highness' Officers, subsequently to the commencement of the Hindoo year (answering to the 5th June 1817, A. D.) shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

* Vide page 587.

ARTICLE X.

All forts situated within the districts ceded as aforesaid, shall be delivered to the Officers of the Honorable Company, with the said districts, and His Highness Rao Pundit Prudhan Bahadoor engages that the said forts shall be delivered to the Honorable Company without being injured or damaged.

ARTICLE XI.

It is further agreed, that if disturbances shall, at any time, break out in the districts ceded to the Honorable Company, by this Agreement, His Highness Rao Pundit Prudhan Bahadoor shall permit such a proportion of the subsidiary troops, as may be requisite, to be employed in quelling the same within the said districts.

ARTICLE XII.

His Highness Rao Pundit Prudhan Bahadoor, on his own part, and on the part of his heirs and successors, hereby cedes to the Honorable East India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within (2000) two thousand yards of the Fort, measured from the foot of the glacis. His Highness Rao Pundit Prudhan Bahadoor engages to furnish such pasture lands as may be required for the use of the subsidiary force, at the most convenient place adjoining to the cantonments of the different divisions of the said force; and although, by the spirit of the Treaty of Bassein, the British Government is already entitled to send such troops into His Highness' territories as may appear requisite for the fulfilment of the terms of that Treaty, yet, to remove all doubts on that point, His Highness Rao Pundit Prudhan Bahadoor further engages to admit the residence, within his dominions, of any number of British troops, in addition to the subsidiary force, that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction, provided that nothing in this Article is to entitle the British Government to make any demand on His Highness for the expense of the additional troops so residing.

ARTICLE XIII.

His Highness Rao Pundit Prudhan Bahadoor hereby cedes to the Honorable East India Company all his rights, interests, or pretensions, feudal, territorial, or pecuniary, on the province of Bundelkund, including Saugur, Jhansi, and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the Chiefs in that quarter.

ARTICLE XIV.

His Highness Rao Pundit Prudhan Bahadoor, for himself, and for his heirs and successors, hereby cedes to the Honorable East India Company all his

rights and territories in Malwa, which were secured to him by the 11th Article of the Treaty of Surjé Anjungaum, and generally all rights and pretensions of every denomination, which he may possess in the country to the North of the river Nurbuda, excepting those which he possesses in the province of Guzerat; and engages never more to interfere in the affairs of Hindoostan.

ARTICLE XV.

His Highness Rao Pundit Prudhan Bahadoor formerly rented his share of the city and province of Ahmedabad, including the tribute of Katteewar, to Bhugwunt Rao Gaekwar, at the rate of four lacs and a half of Rupees per annum, and granted a Sunud to that effect under date the twenty-seventh Jumadee-ool-Akhur (1205) one thousand two hundred and five. The tribute of Katteewar, formerly comprehended in that farm, has been ceded to the British Government by the VII. Article of the present Treaty. His Highness now agrees to grant the remainder of the said farm, in perpetuity, to His Highness Raja Anund Rao Gaekwar Bahadoor, and to his heirs and successors, on the same terms as those contained in the above-mentioned Sunud, dated the twenty-seventh of Jumadee-ool-Akhur, A. H. one thousand two hundred and five (1205), excepting the terms contained in the II., VIII., XI., and XV. Articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the city and province of Ahmedabad, and likewise of the loss to which His Highness Rao Pundit Prudhan Bahadoor has already been subjected by his renunciation of all future claims on His Highness Raja Anund Rao Gaekwar Bahadoor, and by his accepting an annual payment of four lacs of Rupees in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lacs and a half of Rupees shall still be paid for the farm of Ahmedabad, notwithstanding the separation of the tribute of Katteewar.

ARTICLE XVI.

Whereas certain Articles of Agreement (VI in number) regarding the settlement of the Southern Jageerdars, were presented by the Resident at Poona to His Highness Rao Pundit Prudhan Bahadoor, on the 6th of July, one thousand eight hundred and twelve (1812) A. D., to which, after a modification suggested by His Highness, and submitted to him on the seventh of the same month, His Highness gave his entire consent; Those Articles* are hereby recognized and declared to be binding on both parties, as much as if they formed part of the present Treaty; and whereas various disputes have arisen, regarding the muster of the troops of the said Jageerdars, and the manner and periods of their service, His Highness Rao Pundit Prudhan Bahadoor hereby agrees to be guided entirely by the advice of the British Government with regard to those subjects, and to issue no orders to the Jageerdars without full concert with the British Government. His Highness hereby agrees to restore to the said Jageerdars any of the lands included in their Sunuds which may now be in His Highness' posses-

* Vide Appendix A, at page 538.

sion; and in consideration of the recommendation of the British Government, His Highness hereby consents to restore to Madhow Rao Rastia the Jageer formerly held by him, and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that Jageer as formerly, under the guarantee of the British Government.

ARTICLE XVII.

The fort and territory of Moilghaut having been taken possession of by the troops of His Highness Rao Pundit Prudhan Bahadoor, without concert with the British Government, and His Highness' occupation of that fortress having since occasioned various inconveniences to the other allies, His Highness Rao Pundit Prudhan Bahadoor engages to withdraw his troops from Moilghaut; and he hereby renounces all claims and pretensions to the said fort and territory, and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

ARTICLE XVIII.

This Treaty, consisting of XVIII. Articles, being this day, 13th June 1817, settled and concluded at Poona, by the Honorable M. Elphinstone, Moro Dixit, and Balajee Luxoomun, Mr. Elphinstone has delivered to His Highness the Peshwa a copy of the same in English, Persian, and Murathee, under the seal and signature of the said Honorable M. Elphinstone; And His Highness the Peshwa has delivered to the said Hon'ble M. Elphinstone another copy, also in English, Persian, and Murathee, bearing His Highness' seal., And the Honorable M. Elphinstone, aforesaid, has engaged to procure and deliver to His Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble, Francis, Marquis Hastings, K. G., Governor General, &c. &c. in Council, on the receipt of which, by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable East India Company, and on His Highness the Peshwa, and the copy now delivered to His said Highness shall be returned.

Peshwa's Seal.

Peshwa's Signature.

Governor General's Small Seal.

(Signed) HASTINGS.
N. B. EDMONSTONE.
A. SETON.
G. DOWDESWELL.

This Treaty was ratified by the Governor General in Council, this fifth day of July, one thousand eight hundred and seventeen, at Fort William in Bengal.

(Signed) J. ADAM,
Acting Chief Secretary to Government.

Schedule alluded to in Article VII. of the foregoing Treaty.

Schedule of the Lands and Revenues ceded, in perpetuity, by His Highness Rao Pundit Prudhan Bahadoor, to the Honorable East India Company, by virtue of the VII. Article of the annexed Treaty, amounting to thirty-four* (34) *Lacs of Rupees.*

Lands and Revenues to be made over immediately:—

The districts of Belapoor, Athgaon, and Kulian, and all the territories possessed by His Highness Rao Pundit Prudhan Bahadoor situated to the North of those districts, as far as Guzerat, and lying between the Ghauts of the Syadree mountains and the sea.

All the rights and territories possessed by His Highness Rao Pundit Prudhan Bahadoor in Guzerat, with the exception of Ahmedabad, Orpar, and the annual payment due by the Gaekwar; the tribute of Katteewar, estimated, after deducting the expense of collections, at four lacs of Rupees.

The territories of Dharwar and Koosigul. The above territories are to be made over immediately. The necessary expenses of the management of the said districts are then to be ascertained, and deducted from the gross revenue. The remaining revenue is to form part of the thirty-four lacs stipulated for in the seventh Article, and the territory required to complete that amount is to be ceded in the Carnatic, in such situations as may be most convenient to the Honorable East India Company's Government, with a view to the preservation of a distinct boundary line.

Whatever collections may have been made by the Officers of His Highness Rao Pundit Prudhan Bahadoor from the districts, to be made over immediately, or from those to be hereafter assigned, in the Carnatic, subsequent to the commencement of the present Hindoo year (answering to the 5th of June 1817), are to be repaid to the Officers of the Honorable East India Company, agreeably to the ninth Article of the Treaty.

For the purpose of ascertaining the amount of the revenues of the territories now made over, it is agreed that the regular accounts for the last twenty years shall be produced from the records of His Highness Rao Pundit Prudhan Bahadoor's Government, within the period of five days.

Peshwa's Seal. Peshwa's Signature.

Governor General's Small Seal.

(Signed) HASTINGS.
N. B. EDMONSTONE.
A. SETON.
G. DOWDESWELL.

Ratified by the Governor General in Council, this fifth day of July, one thousand eight hundred and seventeen. (Signed) J. ADAM,
Acting Chief Secretary to Government.

* Vide page 533.

APPENDIX A.

Paper presented by the Resident at Poona to the Peshwa's Ministers, on the 6th of July 1812, *and accepted by His Highness on the following day,—(alluded to in Article XVI.* of the foregoing Treaty.)*

I.—His Highness the Peshwa will take no notice of past injuries, and will advance no pecuniary claims without the consent of the British Government.

II.—The Jageerdars to retain possession of their Surinjamee lands as long as they serve His Highness the Peshwa with fidelity.

III.—All lands and revenues which have been usurped, *i. e.* enjoyed without Sunuds, by the Jageerdars, to be restored to His Highness the Peshwa.

IV.—The Jageerdars to serve His Highness the Peshwa, according to their Tynat Zabtas, and to attend with their contingents when summoned by His Highness. The Peshwa will not give any promise to the Jageerdars that shall limit his ancient right to summon them when he pleases, and retain them as long as he thinks fit; But he promises the British Government to employ them when the affairs of his Government require it, and to dismiss them according to the ancient usage, by the advice of the British Government, when their services are not required. His Highness also engages to treat the Jageerdars with the consideration to which they are entitled by former practice.

V.—The British Government charges itself with the fulfilment of the conditions contained in the IV. Articles above written. If the Jageerdars shall not accept them, the English Government will enforce them by fair means, or by force, if necessary, and if they should finally reject them, the British Government will unite with the Peshwa in resuming their lands for His Highness. Should the Jageerdars give their consent to these engagements at present, but hereafter refuse to comply with them, the British Government will join the Peshwa in punishing them.

VI.—The Peshwa's Government will not depart from any of the engagements into which the British Government may enter, in conformity to the preceding Articles, nor is any other authority to interfere with the British Government in the present negociation.

Peshwa's Seal.

Peshwa's Signature.

Governor General's Small Seal.

(Signed) HASTINGS.
N. B. EDMONSTONE.
A. SETON.
G. DOWDESWELL.

Ratified by the Governor General in Council this 5th day of July 1817.

(Signed) J. ADAM,
Acting Chief Secretary to Government.

* Vide page 535.

Sunud from His Highness Bajee Rao Rughoonath Peshwa, to His Highness Anund Rao Gaekwar, for the surrender, in perpetual sovereignty, to the British Government of the Peshwa's share of the Ahmedabad District.

The farm of Ahmedabad, in the Province of Guzerat, to the North of the Mahee River, having been granted to you in perpetuity from the present year, a settlement was made for the payment of the Rusud, &c. in the usual currency, independently of Katteewar.

The real amount of the Rusud....Rs.	3,75,000
Private personal payment..... „	25,000
Court charges..... „	50,000
	4,50,000
By instalments as follow, viz:	
On the 1st of Shravun Shood	1,50,000
Ditto 1st of Poush Shood.....	1,50,000
Ditto 1st of Vyshakh Shood.....	1,50,000
	4,50,000

Which sum of four and a half lacs of Rupees, was settled for the farm, without any deduction on account of famine, or disturbance, and exclusive of all charges for interest, exchange, or other allowances, connected with the Rusud, to be paid by instalment to the authorities of the Presence, a receipt being taken for the same, upon which terms the farm was granted to you on the 29th of Rujub of the present year, Sun Suman Ushur Myatyne-Wu Uluf (or 15th June 1817), and a Sunud issued accordingly; But as the sum of four lacs and a half of Rupees, annually accruing to Government from the said district, together with the Government authority over it, have been ceded to the British Government on account of military expenses, you will continue to pay the sum of four lacs and a half of Rupees annually, and obtaining a receipt for the same, act in concurrence with the British Government.

Dated the 7th of Zilkad Soor Sun Suman Ushur Myatyne Wu Uluf (or 19th September 1817 A. D.)

(A true translation.)

(Signed) R. T. GOODWIN,
Secretary and Translator.

Proclamation issued on the 11th of February 1818, *by the Hon'ble* M. ELPHINSTONE, *Sole Commissioner for the settlement of the Territories conquered from the Peshwa.*

From the time when Bajee Rao ascended the Musnud, his country was a prey to faction, and there was no efficient Government to protect the people.

At length Bajee Rao was expelled from his dominions, and took refuge in Bassein, where he was dependent on the bounty of Khundé Rao Rastia. At this time he entered into alliance with the British Government, and was immediately restored to the full possession of his authority. The tranquillity that has been enjoyed since that period is known to all ranks of men. At Bajee Rao's restoration, the country was laid waste by war and famine, the people were reduced to misery, and the Government derived scarcely any revenue from its lands: Since then, in spite of the farming system, and the exactions of Bajee Rao's Officers, the country has completely recovered, through the protection afforded it by the British Government, and Bajee Rao has accumulated those treasures which he is now employing against his benefactors: The British Government not only protected the Peshwa's own possessions, but maintained his rights abroad. It could not, without injury to the rights of others, restore his authority over the Muratha Chiefs, which had expired long before its alliance with him, but it paid the greatest attention to satisfy his admissible demands, and had succeeded, in spite of many difficulties, in adjusting some, and putting others in a train of settlement. Among these were Bajee Rao's claims on the Gaekwar; The British Government prevailed on that Prince to send his Prime Minister to Poona, for the express purpose of settling those demands, and they were on the eve of adjustment, with great profit to the Peshwa, when Gungadhur Shastree, the Gaekwar's Vukeel, was murdered by Trimbukjee Denglay, the Peshwa's Minister, while in actual attendance on his Court, and during the solemn pilgrimage of Pundhurpoor. Strong suspicions rested on Bajee Rao, who was accused by the voice of the whole country; but the British Government, unwilling to credit such charges against a Prince and an Ally, contented itself with demanding the punishment of Trimbukjee. This was refused, until the British Government had marched an army to support its demand; yet it made no claim on the Peshwa for its expenses, and inflicted no punishment for his protection of a murderer. It simply required the surrender of the criminal, and on Bajee Rao's compliance, it restored him to the undiminished enjoyment of all the benefits of the alliance. Notwithstanding this generosity, Bajee Rao immediately commenced on a new system of intrigues, and used every exertion to turn all the powers of India against the British Government. At length he gave the signal of disturbances, by fomenting an insurrection in his own dominions, and prepared to support the Insurgents by open force. The British Government had then no remedy but to arm in turn. Its troops entered Bajee Rao's territories at all points, and surrounded him in his capital, before any of those with whom he had intrigued, had time to stir. Bajee Rao's professions of gratitude for past favors, and of entire dependence on its moderation, once more resolved Government to continue him on his Throne, after imposing such terms on him as might secure it from his future perfidy. The principal of these terms was a commutation of the Contingent, which the Peshwa was bound to furnish, for money, equal to the pay of a similar body of

troops, and on their being agreed to, the British Government restored Bajee Rao to its friendship, and proceeded to settle the Pendharees, who had so long been the pest of the peaceable inhabitants of India, and of none more than the Peshwa's own subjects. Bajee Rao affected to enter with zeal into an enterprize so worthy of a great Government, and assembled a large army, on pretence of cordially assisting in the contest; but in the midst of all his professions, he spared neither pains nor money to engage the powers of Hindoostan to combine against the British, and no sooner had the British troops marched towards the haunts of the Pendharees than he seized the opportunity to commence a war, without a declaration, and without even an alleged ground of complaint. He attacked and burned the house of the British Resident, contrary to the laws of nations and the practice of India, plundered and seized on peaceable travellers, and put two British Officers to an ignominious death. Bajee Rao himself found the last transaction too barbarous to avow, but as the perpetrators are still unpunished, and retain their command in his army, the guilt remains with him. After the commencement of the war, Bajee Rao threw off the mask, regarding the murder of Gungadhur Shastree, and avowed his participation in the crime, by uniting his cause with that of the murderer. By these acts of perfidy and violence, Bajee Rao has compelled the British Government to drive him from his Musnud, and to conquer his dominions; for this purpose a force is gone in pursuit of Bajee Rao, which will allow him no rest; another is employed in taking his forts; a third has arrived by the way of Ahmednuggur; and a greater force than either is now entering by Khandesh, under the personal command of His Excellency Sir Thomas Hislop; a force under General Munro is reducing the Carnatic; and a force from Bombay is taking the forts in the Konkan, and occupying that country, so that, in a short time, no trace of Bajee Rao will remain. The Raja of Satara, who is now a prisoner in Bajee Rao's hands, will be released, and placed at the head of an independent sovereignty, of such an extent as may maintain the Raja and his family in comfort and dignity; with this view the fort of Satara has been taken, the Raja's flag has been set up in it, and his former Ministers have been called into employment. Whatever country is assigned to the Raja will be administered by him, and he will be bound to establish a system of justice and order. The rest of the country will be held by the Honorable Company. The Revenue will be collected for the Government, but all property, real or personal, will be secured. All Wutuns, and Inams (hereditary lands), Wurshashuns (annual stipends), and all religious and charitable establishments, will be protected, and all religious sects will be tolerated, and their customs maintained, as far as is just and reasonable. The farming system is abolished,—Officers shall be forthwith appointed to collect a regular and moderate Revenue, on the part of the British Goverment, to administer justice, and, to encourage the cultivators of the soil, they will be authorized to allow remissions in consideration of the circumstances of the times. All persons are prohibited paying revenue to Bajee Rao, or his adherents, or

assisting them in any shape; no reduction will be made from the revenue on account of such payments. Wutundars and other holders of lands, are required to quit his standard, and return to their villages, within two months from this time. The Zumindars will report the names of those who remain, and all who fail to appear, in that time, shall forfeit their lands and shall be pursued without remission, until they are entirely crushed.

All persons, whether belonging to the enemy, or otherwise, who may attempt to lay waste the country, or to plunder the roads, will be put to death, whenever they are found. (Signed) M. ELPHINSTONE.

Dated the 11th February 1818.

Propositions made to Bajee Rao on the 1st June 1818, *and accepted by him.*

I.—That he shall resign, for himself and successors, all right, title, and claim over the Government of Poona, or to any sovereign power whatever.

II.—That Bajee Rao shall immediately come with his family and a small number of his adherents and attendants to the Camp of Brigadier General Malcolm, where he shall be received with honor and respect, and escorted safe to the city of Benares, or any other sacred place in Hindoostan, that the Governor General may, at his request, fix for his residence.

III.—On account of the peace of the Deccan and the advanced state of the season, Bajee Rao must proceed to Hindoostan without one day's delay; but Brigadier General Malcolm engages, that any part of his family that may be left behind, shall be sent to him, as early as possible, and every facility given to render their journey speedy and convenient.

IV.—That Bajee Rao shall, on his voluntarily agreeing to this arrangement, receive a liberal pension from the Company's Government for the support of himself and family; the amount of this pension will be fixed by the Governor General, but Brigadier General Malcolm takes upon himself to engage that it shall not be less than eight lacs of Rupees per annum.

V.—If Bajee Rao, by a complete and ready fulfilment of this Agreement, shows that he reposes entire confidence in the British Government, his requests, in favor of principal Jageerdars, and old adherents, who have been ruined by their attachment to him, will meet with liberal attention. His representations, also, in favor of Bramins of venerable character, and of religious establishments founded or supported by his family, will be treated with regard.

VI.—The above propositions must not only be accepted by Bajee Rao, but he must personally come into Brigadier General Malcolm's Camp within twenty-four hours of this period, or else hostilities will be recommenced, and no further negociations will be entered into with him.

(True copy.)

(Signed) A. MACDONALD,

Dated 1st June 1818. Assistant.

Treaty with Umroot Rao, dated the 14th August 1803.

Treaty between the Honorable Major General WELLESLEY, *and* SHREEMUNT UMROOT RAO BAHADOOR.

ARTICLE I.

It is agreed that, during the natural life of Umroot Rao Bahadoor, and that of his son Venayek Rao Bappa Saheb, he, Umroot Rao, (and his son after his decease,) shall be ensured the enjoyment of a revenue of seven lacs of Rupees: this shall either be granted in territory or in cash; the English Government considers itself responsible for its payment. The revenue of all such districts as are at present in Umroot Rao Bahadoor's possession, must be included in the amount of his annual revenue, and he shall receive the difference between their amount and the sum fixed on for his support, of seven lacs of Rupees.

ARTICLE II.

As a proof that Umroot Rao is sincere in his professions of friendship to the English Government, he must meet the Honorable Major General Wellesley, who means to advance to Aurungabad.

ARTICLE III.

Umroot Rao must, on all occasions, exert himself cordially to forward the interests of the Honorable Company and His Highness the Peshwa.

ARTICLE IV.

Whatever friends and adherents may attend Umroot Rao, may be satisfied of their perfect safety, and be assured they shall receive injury from no quarter whatever, as they will be under the protection of the British Government. After the meeting between the Honorable Major General Wellesley and Umroot Rao shall have taken place, some arrangement shall be made for their support.

ARTICLE V.

When Umroot Rao joins General Wellesley, the more force, both in Cavalry and Infantry, that accompany him, the more will be the General's satisfaction.

ARTICLE VI.

When Umroot Rao proceeds to join General Wellesley's army, he will send his wife, and all his family, to the Fort of Ahmednuggur, or to Bombay, or Salsette, or to such other place within the territories of the Honorable Company, that he may more approve, and the English Government will adopt the necessary measures for their full protection and efficient security.

ARTICLE VII.

The meeting between the Honorable Major General Wellesley and Umroot Rao Bahadoor, must take place nineteen days after this date.

(Signed) A. WELLESLEY,
Major General.

Ahmednuggur, 14*th August* 1803.

(True translation.)
(Signed) J. MALCOLM.

PESHWA AND GAEKWAR.

Agreement concluded in A. D. 1751-52.

Agreement between the Peshwa and Gaekwar, regarding the Partition of Talooka Songur, and other Mahals in Prant Guzerat; executed near Kusba Nuvapoor, on the 24th Jumadee-ool-Awul Soor Sun Isunné Khumsyne Mya wu Uluf (A. D. 1751-52).

SURAT UTHAVISEE—RAJWARA MAHAL.

	Juma. Rs. A. P.	Swuraj. Rs. A. P.	Mogulaee. Rs. A. P.
Purguna Vusraee	64,000 0 0	64,000 0 0	.. .. ..
Ditto Gunhé	59,000 0 0	50,000 0 0	9,000 0 0
Ditto Mandvee	30,500 0 0	30,500 0 0	.. .. ..
Ditto Turkeshwur	6,500 0 0	6,500 0 0	.. .. ..
Ditto Kamrej	44,000 0 0	30,000 0 0	14,000 0 0
Ditto Chowrasee	1,37,500 0 0	1,05,000 0 0	32,500 0 0
Ditto Bulesur	85,000 0 0	60,000 0 0	25,000 0 0
Ditto Mota	10,000 0 0	9,000 0 0	1,000 0 0
Ditto Kurod	30,500 0 0	29,500 0 0	1,000 0 0
Ditto Tembha	40,500 0 0	31,000 0 0	9,500 0 0
Ditto Tekundee	72,500 0 0	66,500 0 0	6,000 0 0
Ditto Murolee	42,500 0 0	40,000 0 0	2,500 0 0
Ditto Nowsaree	17,000 0 0	15,000 0 0	2,000 0 0
Ditto Ghundevee	65,000 0 0	46,500 0 0	18,500 0 0
Ditto Bisunpoor	12,000 0 0	12,000 0 0	.. .. ..
Ditto Mohé	41,000 0 0	36,000 0 0	5,000 0 0
Ditto Anas	3,000 0 0	3,000 0 0	.. .. ..
Carried forward, Rupees..	7,60,500 0 0	6,34,500 0 0	1,26,000 0 0

	Juma.	Swuraj.	Mogulaee.
Brought forward, Rupees..	7,60,500 0 0	6,34,500 0 0	1,26,000 .. ..
Purguna Viaré.....	11,000 0 0	11,000 0 0	.. .. ..
Ditto Khurké	3,000 0 0	3,000 0 0	.. .. ..
Ditto Puté Mahalee.....	6,000 0 0	6,000 0 0	.. .. ..
Ditto Mhasrut	3,000 0 0	3,000 0 0	.. .. ..
Ditto Rajpeepla, with its five Mahals, &c.	70,000 0 0	70,000 0 0	.. .. ..
Ditto Vunvar	11,000 0 0	11,000 0 0	.. .. ..
Ditto Kasé	3,500 0 0	3,500 0 0	.. .. ..
Ditto Dhamoree.	3,000 0 0	3,000 0 0	.. .. ..
Ditto Chikhlee	67,000 0 0	51,500 0 0	15,500 0 0
Kusba Veripar	25,000 0 0	16,500 0 0	8,500 0 0
Ditto Raner	10,000 0 0	..	10,000 0 0
Duties, viz.			
From the Punch Mahal, beyond the Taptee, Rupees 33,000			
From Viaré..... 12,000			
45,000	45,000 0 0	45,000 0 0	.. .. ..
	10,18,000 0 0	8,58,000 0 0	1,60,000 0 0

The Juma and Duties of the Mahals between the North bank of the Rewa and the South bank of the Mahee.

Purguna Baroda.....	Rs.	5,00,000 0 0
Ditto Broach, together with the Foorza.....		2,25,000 0 0
Ditto Korulbunder		40,000 0 0
Ditto Sinore		85,000 0 0
Ditto Vaghora.....		25,000 0 0
Ditto Saekhera		25,000 0 0
Ditto Tilukwar		5,000 0 0
		9,05,000 0 0

(The Juma) and Duties of the Rastee Mahals, on the North bank of the Mahee.

Purguna Duskuroee, alias Huwelee Ahmedabad, together with a half of the City	Rs.	1,00,000 0 0
Ditto Petlad, a half....		3,00,000 0 0
Ditto Dholka.....		2,50,000 0 0
Ditto Matur.....		50,000 0 0
Ditto Nuryad.....		75,000 0 0
Ditto Mowdha together with Oomurla.....		75,000 0 0
		8,50,000 0 0

GENERAL ABSTRACT.

28	Purgunas, Surat Uthavisee Rujwara ..... Rs.	10,18,000	0	0
7	Ditto between the North bank of the Rewa and the South bank of the Mahee	9,05,000	0	0
5	Rastee Mahals, on the North bank of the Mahee	8,50,000	0	0
		27,73,000	0	0

To be deducted on account of the Mahals granted to the Gaekwar for the support of his family, viz:—

Purguna Viaré ..... Rs.	11,000	0	0
Ditto Kurod	30,000	0	0
Ditto Tembha	40,000	0	0
Ditto Sinore	85,000	0	0
Ditto Mota	10,000	0	0
Ditto Walvur	11,000	0	0
Ditto Kasé	3,500	0	0
Kusba Ranēr	10,000	0	0
Purguna Dharner	3,000	0	0
Ditto Chikhlee	67,000	0	0
Kusba Vuriyao	25,000	0	0
Purguna Tilukwar	5,000	0	0
	3,00,500	0	0

The remaining Mahals are 9 in number, viz:

1. Talooka Mohun.
2. Ditto Gohelwar.
3. Sirkar Sorut and Joonagur, together with the Mint—62 Mahals.
4. Talooka Ismalnuggur, alias Nowanuggur.
5. Ditto Soornee Rujwara.
6. Kutch Bhooj, the Indus and Tatta.
7. Talooka Jutwara, Sawulpoor.
8. Shree Dwarka Prant Kabee.
9. Talooka Danta.

Thus, from twenty-seven lacs and seventy-three thousand Rupees, a sum of three lacs and five hundred Rupees is granted for the maintenance of the Gaekwar's family, and there remains a balance of twenty lacs seventy-two thousand and five hundred Rupees. Besides these, twelve more Mahals, acquired by force of arms, have been partitioned, and the particulars regarding further nine Talookas are stated above. This is the Agreement. Inquiry is also to be made whether any Mahals have been omitted, and if so, they are to be divided equally, and if tribute is acquired from any country, it is to be

divided in proportion to the troops employed. This is the Agreement. The revenue is to be divided equally. Let this be known.

Dated 24th Jumadee-ool-Awul (A. D. 1751-52).

(True translation.)

(Signed) C. J. ERSKINE,
Deputy Secy. to Govt.

PARTITION TREATY OF KATTEEWAR.

Agreement passed between the Peshwa and Gaekwar in A. D. 1752-53, *relative to the division, between them, of the Districts of Sorut, Halar, Gohelwar, and Katteewar.*

Agreement with Shreemunt Rajeshree Punt Prudhan regarding the partition of the Districts of Sorut, Halar, Gohelwar and Katteewar, executed in the year Soor Sun Sullas Khumsyne Mya Wu Uluf (A. D. 1752-53).

	Number of Villages.	Amount of Juma (in Korees).	Present estimated amount of Revenue (in Rupees).
Purguna Gondul, Megnee, and Ardvee.	84	8,000	29,500
Ditto Surdhar, Rajkote, and Jusdhun.	141	1,00,000	25,000
Ditto Kudolné.....	32	4,000	2,000
Ditto Dehupachurkhuree	12	10,000	2,750
Ditto Khuree	24	50,000	5,300
Ditto Kakwar....	24	30,000	3,000
Ditto Sisang.....	12	10,000	700
Ditto Rudafé....	12	35,000	6,000
Prant Dhala and Bala Sarung.....	32	10,000	1,500
Ditto Khurba and Memana.....	12	5,000	500
Purguna Khubliyé	52	40,000	4,500
Ditto Durdhuree and Nikavé..	12	40,000	4,125
Ditto Khurikarisor.....	12	25,000	500
Prant Mora.....	24	10,000	400
Ditto Ghurka.....	12	10,000	500
Purguna Royenbhegan	12	5,000	500
Ditto Huwelee Islam, alias Nowanuggur.....	90	1,50,000	13,000
Ditto Banswara.....	84	1,25,000	30,000
Ditto Sooltanpoor and Huwelee....	24	60,000	3,000
Ditto Juyutpoor.....	64	60,000	1,000
Carried forward	771	7,87,000	1,33,775

	Number of Villages.	Amount of Juma (in Korees)	Present estimated amount of Revenue (in Rupees).
Brought forward.....	771	7,87,000	1,33,775
Purguna Derwalé	15	40,000	400
Prant Rajunpoor Mhysana	102	1,00,000	5,000
Ditto Oopteguta	52	40,000	2,000
Ditto Batoové	84	1,00,000	..
Purguna Katiyané	115	1,00,000	7,000
Ditto Mangrol, together with the Bunder	228	3,60,000	25,000
Ditto Porbunder.....	24	1,00,000	12,500
Kusba Bhuré.....	1	10,000	500
Purguna Chorwara	20	25,000	10,000
Ditto Medurdé	84	70,000	2,000
Prant Gogo, together with the Bunder.	118	1,40,000	28,000
Ditto Surva	24	19,000	1,000
Ditto Bhikraba.....	84	10,000	1,200
Ditto Bhurlee	84	45,000	5,000
Ditto Buher	24	20,000	3,000
Purguna Jadhepoor Vyjahalee	12	35,000	3,325
Ditto Joonagur Nutvé, viz.			
41 Villages of Talooka Huwelee..30,000			
24 ditto ditto Datné....15,000			
24 ditto ditto Nilad 5,000			
89 50,000	89	50,000	10,000
Purguna Oonadlever, together with the Bunder	120	1,00,000	15,000
38 Mahals.	2,081	22,59,000	2,85,300

The above Mahals are 38 in number, and contain about 2081 villages. Their "Kamil Juma"* is Korees 22,59,000, and their present "Juma"† is Rupees 2,85,300. This share has been taken by the Sirkar, and I agree to it. Besides these, there are Jumanut Mahals to be held jointly, and which are as follows :—

1 Shree Jugutdharka Bunder.
1 The City of Joonagur, together with the Sayur, Gumsal, Foujdaree, Dundfoorohee, and Kotwalee of the City.
1 Dieu Bunder.

3

* The full land rental, as fixed at a Revenue Survey.
† The present Revenue.

The above three Mahals remain joint property: both parties shall station Umuldars, to conduct the management, and shall divide equally the amount of collection. The Mohturfa revenue of the City of Joonagur shall also be equally divided. The Zumindars of Joonagur are servants common to both parties; therefore each party shall send for the Desaees of such Turufs only of the above Purguna as may have been allotted to him, and shall conduct the business. If there should be only one Desaee for several Turufs, both parties shall exact equal service from him. Neither my Umuldars, nor my troops shall molest, on account of Ghansdana, &c., the Mahals which have fallen to the share of the Sirkar. Nor shall the Umuldars or troops of the Sirkar molest my Mahals, on account of Ghansdana, &c. Neither party shall afford asylum to the Geerasias, Talookdars, Ryuts, or Zumindars, of their respective Mahals. If my Ryuts, Zumindars, or Mewasees, go to the Talookas which form the Sirkar's share, they shall not be afforded asylum. If any Ryuts, Zumindars or Mewasees of the Talookas which form the Sirkar's share, come to my Talookas, they shall not be afforded asylum. The Umuldars of the respective parties shall exercise their authority within their respective shares, and no interference shall be exercised with each other's Mahals. Should any new country, in addition to that partitioned, be acquired by force of arms, it shall be equally divided. If any Mahal, in addition to those which have been divided, should have remained unpartitioned, from oversight, it shall be shared equally, after an inquiry. These are the conditions of the partition.

(True translation.)

(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

Memorandum passed by the Gaekwar to the Peshwa in A. D. 1802-3, *relative to the division, between them, of Katteewar and the Mahee Kanta.*

Memorandum regarding the partition of the Talookas in Prant Katteewar and the Mahee Kanta, executed in the year Soor Sun Sullas Mya Tyne Wu Uluf, corresponding with Sumvut 1859, or A. D. 1802-3.

	The Sirkar's (Peshwa's) Share.			The Gaekwar's Share.		
	Rs.	A.	P.	Rs.	A.	P.
Talooka Moorvee, together with Tunkaria..	13,000	..	..	72,000	..	..
„ Nowanuggur.....	37,903	8	0	48,750	..	..
„ Dhurol, together with the Bhayads...	..	..	..	4,325	..	..
„ Rajkote, together with the Bhayads...	21,550	..	..	4,500	..	..
Muoje Mungonee, together with the Bhayads.....	..	..	..	550	..	..
Carried forward, Rupees..	72,453	8	0	1,30,125	..	..

	The Sirkar's (Peshwa's) Share.	The Gaekwar's Share.
Brought forward, Rupees..	72,453 8 0	1,30,125 .. ..
Muoje Rajpoor and Kharazura	.. .. ..	701 .. ..
„ Bhawa.....	.. .. ..	215 .. ..
„ Dehree and Moolee.....	.. .. ..	75 .. ..
„ Sisang	.. .. ..	50 .. ..
„ Veerpoor Khureree.....	2,000	450 .. ..
„ Saothul and Waree.....	1,000	250 .. ..
Talooka Gondul Dhorajee.....	61,925	61,925 .. ..
Muoje Bhilkha.....	.. .. ..	8,300 .. ..
„ Atkote.....	2,678	100 .. ..
Koopachekothré	.. .. ..	225 .. ..
Talooka Batwa.....	32,000	700 .. ..
„ Foolbunder.....	2,900	6,000 .. ..
„ Joonagur.....	1,400	59,300 .. ..
„ Umrapoor.....	. .. ..	70 .. ..
„ Drafa.....	4,500	500 .. ..
Muoje Ramsura	.. .. ..	2,300 .. ..
„ Bahrawur.....	.. .. ..	2,600 .. ..
Talooka Umrolee.....	.. .. ..	3,068 .. ..
Muoje Chumardee	.. .. ..	600 .. ..
„ Chaora.....	.. .. ..	2,500 .. ..
„ Babra.....	2,500	.. .. ..
Talooka Dawa Suvaya, &c.....	.. .. ..	4,600 .. ..
„ Palitana	.. .. ..	5,500 .. ..
„ Wank.....	.. .. ..	3,000 .. ..
„ Ghuriyalee.....	.. .. ..	1,500 .. ..
„ Sumdiyalé and Chabooté.....	.. .. ..	675 .. ..
Muoje Sajpoor Kothree	.. .. ..	150 .. ..
„ Rutunpoor.....	.. .. ..	465 .. ..
Purguna Kethee, viz.		
Muoje Ramunké .....Rs. 150		
„ Chitrao..... 50		
„ Umulpoor..... 150		
„ Vaoree..... 175		
„ Varode..... 125		
„ Bhonaodura 25		
„ Durékutee..... 60		
„ Rajpeepla..... 200		
Kirkol (sundry)..... 1,790		
Muoje Nimbia 200		
Rs. 3,125	.. .. ..	3,125 .. ..
Carried forward, Rupees..	1,83,356 8 0	2,99,069 .. ..

	The Sirkar's (Peshwa's) Share.	The Gaekwar's Share.
Brought forward .... Rs.	1,83,356 8 0	2,99,069 .. ..
Muoje Suhujlapoor Karewara	.. .. ..	160 .. ..
„ Chotla	.. .. ..	60 .. ..
„ Mehwusa	.. .. ..	150 .. ..
„ Paliyad	300	150 .. ..
„ Soobasra	.. .. ..	71 .. ..
Talooka Drangdra	47,905	.. .. ..
Muoje Anundpoordo Kashee	.. .. ..	180 .. ..
„ Bharla	.. .. ..	625 .. ..
„ Ujmer	.. .. ..	51 .. ..
„ Chohree	.. .. ..	150 .. ..
„ Soodamra	500	500 .. ..
„ Thamulpoor	550	250 .. ..
„ Bamhunbaré	.. .. ..	125 .. ..
„ Goodal	.. .. ..	1,350 .. ..
„ Jusdhun	.. .. ..	900 .. ..
„ Sumdiyal	.. .. ..	550 .. ..
„ Kathikoopnee	.. .. ..	575 .. ..
Talooka Bhownuggur	.. .. ..	70,000 .. ..
Muoje Nagnesh	.. .. ..	700 .. ..
Talooka Nimbree, together with the Bhayads.	58,606	2,000 .. ..
„ Wudhwan, together with the Bhayads.	34,346 8 0	.. .. ..
„ Sayula	15,000	.. .. ..
„ Moolee	2,720	.. .. ..
„ Wakaneer	12,549	.. .. ..
„ Choora	10,000	.. .. ..
Kayajiché Kothré	500	.. .. ..
Talooka Lugturchegavé	3,500	.. .. ..
„ Kothré Sagame, together with the Bhayads	21,025	.. .. ..
„ Khirsura	3,000	.. .. ..
„ Jetpoor	34,690	.. .. ..
„ Pithaché Kothré	3,450	.. .. ..
„ Alumdhunyanee, viz.		
Alumdhunyanee ..... Rs. 4,900		
Muoje Juhur 2,300		
„ Girmala 275		
Kirkol (sundry) 955		
Rs. 8,430	.. .. ..	8,430 .. ..
Carried forward ..... Rs.	4,31,998	3,86,046 .. ..

		The Sirkar's (Peshwa's) Share.	The Gaekwar's Share.
Brought forward .. .. Rs.		4,31,998	3,86,046 .. ..
Muoje Jusapoorwa		.. .. ..	550 .. ..
„ Dhusa		.. .. ..	5,800 .. ..
Talooka Dewanee		.. .. ..	1,884 .. ..
Muoje Unchané		.. .. ..	825 .. ..
Talooka Jadlee		.. .. ..	2,666 .. ..
„ Jaliya		.. .. ..	2,400 .. ..
„ Bajané		14,720	.. .. ..
Muoje Guriyo		2,000	.. .. ..
„ Puchigaon		.. .. ..	750 .. ..
Talooka Chuvulchigavé, viz.			
Muoje Zoovia .. .. .. Rs.	3,323 0		
„ Ijpoor	403 0		
„ Chathlen	438 8		
„ Goomanpoor	504 0		
„ Mahomedpoor	286 0		
„ Bhakasuné	49 0		
„ Paldé	562 0		
„ Nudasa	64 0		
Visdora	908 0		
Muoje Rataee	31 0		
„ Pikélee	162 0		
„ Vithlapoor	500 0		
„ Dekawaré	3,300 0		
„ Chunikur	1,375 0		
„ Kookwas	2,010 0		
„ Puhar	1,325 0		
„ Dhudhana	1,810 0		
„ Vanota	2,700 0		
„ Mugona	300 0		
„ Agwa	300 0		
„ Kuthosun	175 0		
„ Goonjala	75 0		
„ Paturee	5,000 0		
„ Dhusara	11,700 0		
„ Jhijwara	13,500 0		
Rs.	50,601 8	50,601 8 0	.. .. ..
Muoje Chulakula		.. .. ..	2,300 .. ..
		5,38,019 8 0	4,09,521 .. ..

	The Sirkar's (Peshwa's) Share.	The Gaekwar's Share.
Mahee Kanta.		
Muoje Khureda	.. .. ..	1,401 .. ..
„ Bhadurva	.. .. ..	9,200 .. ..
„ Raniyé, &c.	.. .. ..	750 .. ..
„ Uleena Thasra	.. .. ..	3,100 .. ..
„ Purvulé, and other Mewasee villages	.. .. ..	6,215 .. ..
Kusba Bala Sinor	.. .. ..	11,750 .. ..
Muoje Itaree	.. .. ..	50 .. ..
„ Uttursoobé, Lowanipoor, and other villages	.. .. ..	2,059 .. ..
„ Chipuria	.. .. ..	1,001 .. ..
„ Umripoor	.. .. ..	37 8 0
„ Moondlé	.. .. ..	205 .. ..
„ Udal	.. .. ..	201 .. ..
„ Bhurkoonda	.. .. ..	131 .. ..
„ Pichiyalé	.. .. ..	244 .. ..
„ Kamurkhar	.. .. ..	125 .. ..
„ Ghorasur	.. .. ..	4,251 .. ..
„ Khural	.. .. ..	3,401 .. ..
„ Kutiyalee	.. .. ..	1,201 .. ..
„ Bhayura	.. .. ..	412 .. ..
„ Muhisal	.. .. ..	1,150 .. ..
„ Luvhar	.. .. ..	2,001 .. ..
„ Aharache Muvaré	.. .. ..	701 .. ..
„ Fulóodré	.. .. ..	550 .. ..
„ Puthavud	.. .. ..	66 .. ..
„ Vaghat	.. .. ..	34 .. ..
„ Bagdol	.. .. ..	75 .. ..
„ Rutunpoor	.. .. ..	75 .. ..
„ Khanpoor	.. .. ..	501 .. ..
„ Dhursanechowchale	.. .. ..	976 .. ..
„ Baroda	.. .. ..	198 .. ..
„ Bardolee	.. .. ..	442 .. ..
„ Shulmee	.. .. ..	275 .. ..
„ Shamilguee	.. .. ..	100 .. ..
„ Kurjohara	.. .. ..	150 .. ..
„ Watwa	.. .. ..	126 .. ..
„ Irdar	.. .. ..	275 .. ..
„ Wasna	.. .. ..	6,166 .. ..
Carried forward.....Rs.	.. .. ..	59,595 8 0

	The Sirkar's (Peshwa's) Share.	The Gaekwar's Share.
Brought forward.....Rs.	.. .. ..	59,595 8 0
Wasna Vursor.....	.. .. ..	3,151 .. ..
„ Pithapoor.....	.. .. ..	11,501 .. ..
„ Mansé.....	.. .. ..	15,454 .. ..
„ Limbora.....	.. .. ..	370 .. ..
„ Soonachemuvaré.....	.. .. ..	51 .. ..
„ Hursol.....	.. .. ..	2,084 .. ..
„ Purantee.....	.. .. ..	1,751 .. ..
„ Mungoree.....	.. .. ..	150 .. ..
„ Manpoor.....	.. .. ..	686 .. ..
„ Satwa.....	.. .. ..	800 .. ..
„ Umliyaré.....	.. .. ..	151 .. ..
Talooka Hudooré.....	.. .. ..	92,221 .. ..
„ Amulgur Kattee's villages.....	.. .. ..	16,408 .. ..
Muoje Walasun	.. .. ..	431 .. ..
„ Hurole.....	.. .. ..	175 .. ..
„ Dhurwaré	.. .. ..	4,816 .. ..
„ Datar	.. .. ..	3,201 .. ..
„ Soodasuné	.. .. ..	1,300 .. ..
„ Kajarjé	.. .. ..	14,184 .. ..
Talooka Chuvulchigaon	.. .. ..	3,787 .. ..
Muoje Kutoosun	.. .. ..	2,027 .. ..
Talooka Pahlunpoor	15,000	35,901 .. ..
Muoje Burumwaré	.. .. ..	131 .. ..
„ Oomété.....	.. .. ..	15,001 .. ..
„ Unugré	.. .. ..	301 .. ..
„ Kaoree	.. .. ..	100 .. ..
„ Bhanpoor.....	.. .. ..	40 .. ..
Mewasee villages of Muoje Nuriyad.....	.. .. ..	4,100 .. ..
Kamvachapoora.....	.. .. ..	353 .. ..
Muoje Dueethan	.. .. ..	7,501 .. ..
„ Golvé	.. .. ..	2,518 .. ..
„ Sarod	.. .. ..	2,025 .. ..
„ Veerpoor.....	.. .. ..	2,990 .. ..
„ Almelee	.. .. ..	1,600 .. ..
	15,000	3,00,622 8 0

Kitta Juma, viz.

The Sookree, Beenee, Bandaree, Furmas, Dundfoorohee, &c. of Mahee Kanta, levied by

	The Sirkar's (Peshwa's) Share.	The Gaekwar's Share.
Hursing and others, as per accounts of Sumvut 1853 (A. D. 1796-97) ..... Rs.	25,518 12	
The Beenee and Bandaree of Prant Katteewar, levied by Sheoram Jugdeesh, as per accounts of Sumvut 1854 (A. D. 1797-98).	12,101 0	
Rs.	37,619 12	

The particulars of the division of this amount are as follows, viz.

The Peshwa's share, from the amount of Rupees 12,101 from Katteewar, is Rs.	6,000 0		
The Gaekwar's share, viz.			
Mahee Kanta, Rupees	25,518 12		
Katteewar .. „	601 0		
	31,619 12		
	37,619 12	6,000	31,619 12 0

GENERAL ABSTRACT.

	The Sirkar's (Peshwa's) Share.	The Gaekwar's Share.	Total.
Katteewar, Jhalwar, Chuval, Jutwar, &c.....	*5,38,019 8 0	4,09,521 0 0	9,47,540 8 0
Mahee Kanta	15,000 0 0	3,00,622 8 0	3,15,622 8 0
Beenee, Bandaree, &c....	6,000 0 0	31,619 12 0	37,619 12 0
Rs.	5,59,019 8 0	Rs. 7,41,763 4 0	Rs. 13,00,782 12 0

(True translation.†)

(Signed) C. J. ERSKINE,
Deputy Secy. to Govt.

* MEMORANDUM.—In the amount of the Peshwa's share from Katteewar and the Chouth, the amount is stated above—Rupees 5,38,019-2-0. This is an error in the addition, as the amount is 4,80,419-2-0.

The Gaekwar's share is also stated 4,09,521, but this should be 4,01,091, making *both shares* Rupees 8,81,510-2-0.

For the Mahee Kanta produce a similar error exists, the Gaekwar total there being shewn at Rupees 3,37,475-1-0; it should be 3,58,475-1-0, a difference of Rupees 5,233.

The Arabic year 1215 corresponds with A. D. 1814-15, at which time the Farm of Ahmedabad expired, and Bajee Rao resumed the management.

† NOTE.—On the back of the document from which the above translation has been made, Mr. Chaplin, when Commissioner in the Deccan, endorsed the following remarks,—" From 1790-91

Translation of a Memorandum addressed by the Resident at Poona to the Peshwa (without date), informing him of the nature of the Agreements entered into by the British and Gaekwar Governments, with the Geerasias and other Chiefs in Katteewar, in Sumvut 1863 (A. D. 1807), *and providing for the future protection of the Peshwa's tributary rights in Guzerat, consequent on the appointment of a new Sir Soobha.*

Formerly, both the Shreemunt Peshwa Bahadoor and Gaekwar used to send troops and collect tribute from Katteewar and the Mahee Kanta. Owing to this practice, the amount of tribute was consumed by the expenses of the troops, and the Kattees, who consequently bore ill-will, used to create disturbances in the Gaekwar's and Shreemunt Peshwa Bahadoor's possessions in Guzerat. In consequence of the plunders which they used to commit, the Ryuts could never enjoy prosperity; therefore when the Gaekwar got the office of Sir Soobha of Ahmedabad from the Shreemunt Peshwa Bahadoor, he thought of adopting measures for the collection of his, as well as the Shreemunt Peshwa Bahadoor's tribute, without sending troops. The Honorable English Company also thought that if the tribute could be uninterruptedly collected without deputing troops, it would be highly advantageous, as the measure would ensure the prosperity of the territories of their friends, the Peshwa Bahadoor and the Gaekwar, and would also relieve the Ryuts of their (the Company's Government's) possessions in Guzerat, of the disturbances created by the Kattees.

Therefore, in A. D. 1807 (corresponding with Sumvut 1863), when the troops of the English Company Bahadoor and the Gaekwar went to Katteewar, the Gaekwar granted "Knols" to the Bhoomias, under the guarantee of the Company's Government, and took Agreements from them. Accordingly, the tribute due by the country has hitherto been collected without any trouble and interruption, and the country is in a prosperous state. Afterwards a similar arrangement was made in regard to the Mahee Kanta. As the Gaekwar has lately been deprived of the office of Sir Soobha, and as the Shreemunt Peshwa Bahadoor has appointed another person to the office, it is necessary to make an arrangement for the future, which is as follows:

"there are no papers relating to Katteewar in the Duftur till the Arabic year 1203 (A. D. 1802-3), "when the Gaekwar, having expelled the Peshwa's authority three or four years before, made a dis- "tribution of the shares of the two States, as set forth in the within.

"This paper does not appear to have been acceded to or accepted, or even communicated to the "Peshwa, until 1215 (or A. D. 1814-15), when the Resident presented it on the agitation of the re- "newal of the Farm of Ahmedabad; and his rights in Katteewar, when farmed, were entered in the "Sunud at the old rate—4½ lacs."

ARTICLE I.

The Honorable English Company Bahadoor, having made ten years' settlement with the Bhoomias, have taken securities from them for the due payment of the tribute. Therefore, until the expiration of the ten years, the Honorable English Company Bahadoor shall make the securities pay the tribute due to the Shreemunt Peshwa Bahadoor, if the Bhoomias should fail to pay it. The Shreemunt Peshwa Bahadoor shall not molest the Bhoomias, but shall strictly conform to the Agreements which have been entered into with them, under the guarantee of the Honorable English Company Bahadoor.

ARTICLE II.

The Vukeels of the Bhoomias shall go to Ahmedabad, and pay there the amount of the Shreemunt Peshwa Bahadoor's tribute, according to the Agreement, and the Sir Soobha shall not advance any other claim against them, nor shall he exercise any authority over them or their Ryuts.

ARTICLE III.

If there should be any old Thana of the Shreemunt Peshwa Bahadoor in any part of Katteewar, or the Mahee Kanta, it shall be made over to the Sir Soobha; but he shall employ only such a number of men as may be necessary for the protection of the Thana, and not greater. Nor shall he molest the Ryuts in the neighbourhood.

ARTICLE IV.

Agreeably to the ten years' settlement, the amount of the Shreemunt Peshwa Bahadoor's tribute shall be paid at Ahmedabad. If it should not be paid, the Honorable English Company Bahadoor shall cause it to be paid. After the expiration of the ten years, if any Bhoomia should not pay the tribute, the Hon'ble English Company Bahadoor are not to be held responsible for it. But the English Company Bahadoor, Shreemunt Peshwa Bahadoor, and Gaekwar Bahadoor, may consult together, and take securities for the payment of the tribute in future, similar to those already taken. By this arrangement the collection will be made without any expense. If this be not done, the Gaekwar and Shreemunt Peshwa Bahadoor should, after consulting each other, adopt measures for the collection of the tribute; and should bear the expenses thereof proportionately. But if the peace of Katteewar be disturbed, it will occasion loss to the Shreemunt Peshwa Bahadoor, as well as to the Gaekwar and the Hon'ble English Company Bahadoor. Therefore the tribute should be levied according to the existing Agreement, and a greater demand should not be made. As long as the tribute can be collected peaceably, no troops should be sent to the country. The ancient usages of the Bhoomias, which are detailed in a separate Agreement, should be conformed to.

ARTICLE V.

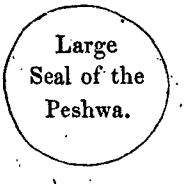
The Sir Soobha shall act according to the communications which may be made to him by the Officer of the Honorable English Company Bahadoor at Baroda, for the preservation of peace in Katteewar, and for the fulfilment of the Agreements with the Bhoomias.

(True translation.)

(Signed) C. J. ERSKINE,
Depy. Secy. to Govt.

PESHWA AND CHIEF OF VISHALGUR.

Treaty concluded in A. D. 1783-84, *between the Peshwa and the Punt Prutineedhee, of Vishalgur.*



Treaty entered into between the Peshwa and Abajee Rao Pundit Prutineedhee, of Vishalgur, under date the 29th of Rujub Soor Sun Arba Summaneen Mya Wu Uluf (A. D. 1783-84).

Whereas the Umul is divided between the dependencies of Vishalgur, under the Prutineedhee, and of Rutnageree, under the Peshwa, and that, in consequence of the Umuldar of the former having exceeded the power vested in his superior (the Prutineedhee), his Umul was attached last year by the Peshwa, it has now been released, and the following Articles, for the future peaceable management of the Dooturfa Umul, settled:

ARTICLE I.

Every arrangement that may be required in the Dooturfa territory respecting the settlement of revenue, the grant of farm, or the making of survey, is to be made in conformity with the former usage; no innovation is to be made by either of the parties.

ARTICLE II.

In the year Sun Summan Subyne (A. D. 1777-78) various cesses were remitted to the Ryuts by the Peshwa: the same are accordingly to be remitted by, or on the part of, the Vishalgurkur, of his own share.

ARTICLE III.

The division of the profits arising from forfeitures, fines, &c., levied in the Dooturfa territory, is to be made as heretofore.

ARTICLE IV.

Every dispute is to be decided by whichever Government the plaintiff may apply to, and the other Government shall not molest him (the plaintiff) on this account; but both Governments are to adhere to ancient usage.

ARTICLE V.

Of the Vishalgurkur's share of Customs at Sungumeshwur Bunder, that in the Bazar Jukat is Rupees fifteen per cent.; the Jukatdar, however, offers only Rupees fifteen on Rupees one hundred and fifteen: it is to be continued at the old rate of Rupees fifteen per cent.

ARTICLE VI.

To enable Sukwarbaee, the widow of the late Abajee Rao Prutineedhee to defray her expenses, villages yielding a revenue of Rupees two thousand are to be made over to her by the Prutineedhée, including the villages which may have been given formerly. She should not be dispossessed of the same, but on the contrary they should, uninterruptedly, be continued to her during the term of her life.

ARTICLE VII.

Numerous Wuratdars are in the habit of coming to the Dooturfa territory for the purpose of making collections of the Revenue, by which the Ryuts suffer injury; two peons only are in future to be stationed in each (Dooturfa) Mahal, and the collections made according to the custom followed by the Peshwa in this respect.

ARTICLE VIII.

The Khotes and Patels are annoyed by being kept two months in the Fort (of Vishalgur) for the purpose of settling their accounts; these are, therefore, to be adjusted in future in four days, and the people dismissed.

ARTICLE IX.

The territorial accounts of the Peshwa are settled in the months of Shravun and Bhadrupud, or immediately after the close of each year, and, in the same manner, the accounts of Vishalgur are to be adjusted in Ashwin and Kartik.

ARTICLE X.

A portion of the Vet Begar (compulsory and gratuitous labour), Fur Fur-

mas, formerly exacted from the Ryuts of the Dooturfa territory, has been remitted by the Peshwa: a proportionate remission of the same is also to be given by the Vishalgurkur.

ARTICLE XI.

There is a particular Rupee current in the above districts: this is the only currency which is to be received hereafter, and no exchange is to be exacted from any one.

ARTICLE XII.

The Revenue in kind is to be received by the Vishalgurkur in the manner as follows: In villages of which one half belongs to each Government, supposing for instance the revenue to be twenty candies, deducting ten for the Peshwa, and of the remaining ten candies belonging to the Vishalgurkur, Hureek shall be all Tusur, or commuted into money payment; and of the remainder, one fourth shall be commuted into money payment, at the rate of Tusur, another fourth shall likewise be commuted into money payment; at the rate of Furokht, one eighth or one fourth of the remainder is to be delivered for store at the warehouses of the (Vishalgur) fort, and the rest to be sold at the rate at which the Peshwa's grain is sold annually, and the price taken for it, no higher rate is to be taken; in the event, however, of any persons being unable to convey the prescribed quantity of grain to the warehouses, they should be called upon to pay at the rate of Rupees five over and above the Tusur and the Furokht rates. The revenue in those villages in which there is a fourth share of the Vishalgurkur, is also to be received in the same manner as above. Of the half shared or equally divided villages situated within the distance of seven or eight Koss from the Fort of Vishalgur, you are to receive, as usual, one fourth of the grain at the warehouses in the fort; and after deducting this, and also the Tusur, and Furokht grain, you are at liberty to receive any portion of the remainder (viz. one fourth of the whole) at the Depôt situated at Sakhurpa, in the event of the Ryuts of the above villages raising no objection to carry over the same there, but no force is to be made use of in this respect.

ARTICLE XIII.

The farms of the Hubsheeputee of Turuf Deola and of the Jumabundy of two villages, viz. Salpe and Bovunde, are to be continued in the hands of the Vishalgurkur, as heretofore.

ARTICLE XIV.

Shivajee Bulal, hitherto employed as a Karkoon by you, to attend this (the Peshwa's) Court, having now fallen under your suspicion, you are therefore to depute another intelligent and confidential Karkoon, who will be permitted to speak in this Court in your behalf concerning your business, but the villages and the wages hitherto enjoyed from you, by him, are to be continued to the aforesaid Shivajee: he is not to be treated with enmity and malice.

ARTICLE XV.

It having been stated by your Karkoon that the Jukatdar withholds the payment to you of the Customs on small quantities of salt imported by the Sungumeshwur Creek, at Wanree and Kusba Kondivré, for retail sale to the Ryuts, that you are entitled to it, and that therefore the Jukatdar ought to be directed to pay to you the same, a letter has therefore already been addressed on this subject to Muhiputrao Krushnu, who will inquire into your right, and in the event of it being proved that the same has hitherto been enjoyed by you, he will issue the necessary orders to the Jukatdar; but if your claim shall not be supported by prescriptive right, it will, of course, be disallowed.

ARTICLE XVI.

The settlement of revenue of the Dooturfa territory was made in the year Sun Ihidé Summaneen (A. D. 1780-81) for five years, and it is to be continued in force for that period, during which time no molestation whatsoever is to be given to the Ryuts.

ARTICLE XVII.

Salt produced in the Peshwa's salt-pans is annually sold to the Ryuts, and its price received according to the established rate, but the Vishalgurkur is in the habit of demanding this money without delivering over his salt, which is not to be done in future.

The above are the XVII. Articles of the Treaty executed this day, agreeably to which both parties are to conduct themselves peaceably.

Dated the 29th Rujub Soorsun Arba Summaneen Mya Wu Uluf (coresponding with A. D. 1783-84).

Small Seal of the Peshwa.

PORBUNDER.

Agreement executed in January 1808 *by Rana Surtanjee and Koonwur Halajee, of Porbunder, renouncing, in future, Piracy, and all right to Wrecks.*

Be it known to all, that we, RANA SURTANJEE and KOONWUR HALAJEE, of Porbunder, in order to afford the fullest testimony of respect and attachment to the Hon'ble Company, do engage and bind ourselves, our heirs and successors,

to observe the following Articles of Agreement, concluded by us (Rana Surtanjee and Koonwur Halajee, of Porbunder) on our part, and by Major ALEXANDER WALKER on the part of the Hon'ble Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we (Rana Surtanjee and Koonwur Halajee, of Porbunder) do, in like manner, for ourselves, our heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed, by any person living under our authority or subject to our control; nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate; and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Hon'ble Company's vessels and subjects shall at all times have admission into our ports for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to our authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

It is further agreed to by us, that to prevent all future causes of dispute or of misunderstanding, the Honorable Company may appoint an Agent to reside at Porbunder, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary to ascertain that all these Articles are observed inviolably.

Signed for RANA SURTANJEE,
and
KOONWUR HALAJEE, by
MEHTA BHUWANIDAS.

PORBUNDER.

Articles of Engagement from Rana Surtanjee, and Koonwur Halajee, of Porbunder, to the Honorable Company, dated the 5th December 1809.

ARTICLE I.

Rana Surtanjee and Koonwur Halajee agree to cede to the Honorable Company one half of the Port of Porbunder, with a full participation in all its rights.

ARTICLE II.

In consideration of the above cession, the Honorable Company engage to take upon themselves the satisfaction of a part of the claims of the Gaekwar Government on Porbunder, equal to the amount of Rupees (50,000) fifty thousand.

ARTICLE III.

For the amount so advanced, Rana Surtanjee and Koonwur Halajee engage, and do hereby transfer to the Honorable Company a mortgage, until the said Rupees 50,000, with its interest, at 9 per cent. per annum, be fully paid.

ARTICLE IV.

The above arrangement places the State of Porbunder under the Bahandary and protection of the Hon'ble Company, who will assist and protect the rights and interests of Rana Surtanjee and Koonwur Halajee, in all just cases, and for this purpose they will station a Captain and 100 Men in Porbunder.

ARTICLE V.

The demands of the Rana of Porbunder on the Kamdars and others, and the demands of other places on Porbunder, will be decided by the Honorable Company in conformity to justice. The Rana Surtanjee and Koonwur Halajee engage to abide by the Company's arbitration.

ARTICLE VI.

The above Engagement is permanent between the Rana Surtanjee, Koonwur Halajee, Koonwur Pruthee Raj, and their heirs and descendants, for ever, on one part, and the Government of the Honorable Company on the other.

Done at Porbunder, 5th December 1809, A. D. *(corresponding with the 13th Kartik Vud,* 1866 *Sumvut).*

"Suhee," In the hand-writing of
SURTANJEE, Rana of Porbunder.

PORTUGAL.

Grant by the KING OF PORTUGAL *of the* ISLAND OF BOMBAY *to* HIS MAJESTY CHARLES THE II., KING OF GREAT BRITAIN.

Extract, Articles XI. and XII. of Treaty concluded on the 23rd June 1661, *between* HIS MAJESTY CHARLES II., KING OF GREAT BRITAIN, *and* ALFONSUS THE VI., KING OF PORTUGAL.

ARTICLE XI.

That for the better improvement of the English interest and commerce in the East Indies, and that the King of Great Britain may be better enabled to assist,

defend, and protect, the subjects of the King of Portugal in those parts, from the power and invasion of the States of the United Provinces, the King of Portugal, with the assent and advice of his Council, gives, transfers, and by these presents, grants and confirms, to the King of Great Britain, His Heirs and Successors, for ever, THE PORT AND ISLAND OF BOMBAY, in the East Indies, with all the rights, profits, territories, and appurtenances whatsoever thereunto belonging, and, together with the income and revenue, the direct, full, and absolute dominion and sovereignty of the said port, island and premises, with all their Royalties, freely, fully, entirely, and absolutely. He also covenants and grants that the quiet and peaceable possession of the same shall, with all convenient speed, be freely and effectually delivered to the King of Great Britain, or to the persons thereto appointed by the said King of Great Britain, for his use, in pursuance of this cession, the inhabitants of the said island (as subjects of the King of Great Britain, and under his Sovereignty, Crown, Jurisdiction and Government) being permitted to remain there, and to enjoy the free exercise of the Roman Catholic religion, in the same manner as they do at present; It being always understood, as it is now declared, once for all, that the same Regulations shall be observed for the exercise and preservation of the Roman Catholic religion in Tangier, and all other places which shall be ceded and delivered by the King of Portugal into the possession of the King of Great Britain, as were stipulated and agreed to on the surrender of Dunkirk into the hands of the English; and when the King of Great Britain shall send his fleet to take possession of the said port and island of Bombay, the English shall have instructions to treat the subjects of the King of Portugal, throughout the East Indies, in the most friendly manner, to help and assist them, and to protect them in their trade and navigation there.

Article XII.

In order that the subjects of the King of Great Britain may enjoy more ample benefits from their trade and commerce throughout the King of Portugal's dominions, it is covenanted, that the merchants and factors (over and above the grants made to them by former Treaties) shall, in virtue of this Treaty,* have the liberty of residing in all places where they shall judge proper; and particularly that they shall dwell and enjoy the same privileges and immunities, so far as they relate to trade, as the Portuguese themselves, in the cities and towns of Goa, Cochin, and Diu; provided, however, that the subjects of the King of Great Britain, resident in any of the aforesaid places, shall not exceed the number of four families in any one of them.

* Dated the 23rd June 1661.

Royal Charter, granted on the 27th March 1668, by His Majesty King Charles II., transferring the Port and Island of Bombay to the Honorable East India Company.

LETTERS PATENT

GRANTED TO THE GOVERNOR AND COMPANY OF MERCHANTS OF LONDON TRADING INTO THE EAST INDIES, RELATING TO THE ISLAND OF BOMBAY: BEARING DATE THE TWENTY-SEVENTH OF MARCH, IN THE TWENTIETH YEAR OF THE REIGN OF CHARLES II., ANNO DOMINI ONE THOUSAND SIX HUNDRED AND SIXTY-EIGHT.

Charles II., by the Grace of God, King of England, Scotland, France, and Ireland, Defender of the Faith, &c. To all to whom these Presents shall come, greeting; Whereas at the humble suit of our well-beloved subjects, the Governor and Company of Merchants of London trading into the East Indies, and for the honor and profit of this Nation, and the encouragement of trade into those remote parts of the world, we have, by our Royal Charter, or Letters Patent, bearing date at Westminster, the third day of April, in the thirteenth year of our Reign, granted unto the said Governor and Company of Merchants of London trading into the East Indies, and their successors, that they and their successors, and their factors, servants, and assigns, in the trade of merchandize, for them and on their behalf, and not otherwise, shall for ever have, use, and enjoy, the whole entire and only trade and traffic, and the whole entire and only liberty, use, and privilege of trading and trafficking, and using the Feat and Trade of merchandize to and from the said East Indies, and to and from all the islands, ports, havens, cities, towns, and places within their said Charter; that is to say, to and from the said East Indies, in the countries and parts of Asia and Africa, and to and from the islands, ports, havens, cities, creeks, towns, and places of Asia, Africa, and America, or any of them, beyond the Cape of Bona Esperanza, to the Straits of Magellan, where any trade or traffic of merchandize may be used or had.

And whereas also, by our said Royal Charter or Letters Patent, we have ordained, that there shall be a Governor, and twenty-four Committees of the said Company, to be elected and appointed, in such form as therein is expressed, who shall have, from time to time, the direction of the voyages, of and for the said Company, and the provision of the shipping and merchandizes thereunto belonging, and also the sale of all merchandizes, goods, and other things, returned in all or any of the voyages or ships, of or for the said Company, and the managing and handling of all other business, affairs, and things, belonging to the said Company; and likewise that it shall and may be lawful, to and for the said Governor and Company, for the time being, or the more part of them, present at any public assembly, commonly called the Court General, holden for the

said Company, the Governor of the said Company being always one, from time to time to elect, nominate, and appoint one of the said Company to be the Deputy to the said Governor, who, from time to time, in the absence of the said Governor, shall exercise and execute the office of Governor of the said Company, in such sort as the said Governor ought to do, as by our said Charter, reference being thereunto had among divers other grants, liberties, immunities, privileges, and pre-eminences, may more fully appear.

And whereas, by the late Treaty between us and our good Brother, the King of Portugal, concluded at Westminster, the three and twentieth day of June, Anno Domini one thousand six hundred sixty and one, the said King of Portugal did, by the XI. Article thereof, by and with the advice and consent of his Council, freely, fully, absolutely and entirely give, grant, transfer, and confirm unto us, our heirs and successors, for ever, the port and island of Bombay, in the East Indies, together with all the rights, profits, territories, and appurtenances thereof whatsoever, and as well the property as the direct, full, and absolute Dominion and Sovereignty of the said port and island, and premises, with all the Royalties thereof; the inhabitants of the said island, as our liege people, and subject to our Imperial Crown and Dignity, Jurisdiction and Government, being permitted to remain there, and enjoy the free exercise of the Roman Catholic religion, in the same manner as they then did, it being then declared, and always to be understood, that the same order should be observed for the exercise and conservation of the Roman Catholic religion, in the city of Tangier, and in all other places which were granted and delivered by the said King of Portugal into our power, which was provided and agreed upon the surrender of Dunkirk into the hands of the English, in pursuance of which said Treaty, our said good Brother, the King of Portugal, did afterwards cause the said port and island, and premises, to be delivered up into our full, quiet, and peaceable possession, which said port and island of Bombay, and the territories then and there lying and being within the limits of our said Charter, granted unto the said Governor and Company of Merchants trading into the East Indies.

Now know ye: That forasmuch as we have found, by much experience, that the said trade into the said East Indies hath been managed by the said Governor and Company to the honor and profit of this Realm, to the end, and out of our earnest desire that the said Governor and Company may, by all good and lawful ways and means, be encouraged in their difficult and hazardous trade and traffic, in those remote parts of the world, we therefore, by the advice of our Privy Council, in all the grants, matters, and things herein contained, of our especial grace, certain knowledge, and mere motion, have given, granted, transferred and confirmed, and by these presents, for us, our heirs and successors, do give, grant, transfer, and confirm, unto the said Governor and Company of Merchants of London trading into the East Indies, their successors and assigns, all that the said port and island of Bombay, in the East Indies, with all the rights, profits, territories, and appurtenances thereof, whatsoever, and all and singular Royalties, Revenues, Rents, Customs, Castles, Forts, Buildings and Fortifica-

tions, Privileges, Franchises, Pre-eminences, and Hereditaments whatsoever, within the said premises, or to them, or any of them belonging, or in any wise appertaining, in as large and ample manner, to all intents, constructions, and purposes, as we ourselves now have and enjoy, or may or ought to have and enjoy the same, by virtue and force of the said Grant of our said Brother, the King of Portugal, and not further or otherwise; and them, the said Governor and Company of Merchants of London trading into the East Indies, their successors and assigns, we do, by these presents, for us, our heirs and successors, make, create, and constitute, the true and absolute Lords and Proprietors of the port and island, and premises aforesaid, and of every part and parcel thereof, which to us appertaineth, by force of the said Grant from our said Brother, the King of Portugal, and not further or otherwise: saving, and always reserving to us, our heirs and successors, the faith and allegiance to us due and belonging, and our Royal Power and Sovereignty of and over our subjects and inhabitants there, to have, hold, possess, and enjoy the said port and island, and all and singular other the premises hereinbefore granted, or mentioned to be granted unto them the said Governor and Company of Merchants of London trading into the East Indies, their successors and assigns, for ever, to the only use of them, the said Governor and Company, their successors and assigns, for evermore; to be holden of us, our heirs and successors, as of the Manor of East Greenwich, in the county of Kent, in free and common soccage, and not in capite, nor by Knights' Service, yielding and paying therefore to us, our heirs and successors, at the Custom House, London, the rent or sum of Ten Pounds of lawful money of England, in gold, on the thirtieth day of September yearly, for ever.*

Treaty between Great Britain and Portugal, for the abolition of the Slave Trade, dated the 22nd January 1815.

In the Name of the Most Holy and Undivided Trinity.

His Royal Highness the Prince Regent of Portugal, having, by the X. Article of the Treaty of Alliance concluded at Rio de Janeiro, on the 19th February 1810, declared his determination to co-operate with His Britannic Majesty in the cause of humanity and justice, by adopting the most efficacious means for bringing about a gradual abolition of the Slave Trade, and His Royal Highness, in pursuance of His said declaration, and with the desire to effectuate, in concert with His Britannic Majesty and the other Powers of Europe, who have been induced to assist in this benevolent object, an immediate abolition of the said traffic upon the parts of the Coast of Africa which are situated to the Northward of the Line, His Royal Highness the Prince Regent of Portugal,

* Memorandum.—In the remaining Clauses of this Deed of Grant, provision was made for the Roman Catholic inhabitants being continued in the quiet enjoyment of their religious and other privileges, and the Company was empowered to make and publish, under their own Seal, Laws and Constitutions for the use of the Port, and for the good government of the Island of Bombay, and its inhabitants, and to visit offences with suitable punishments and penalties.

and His Britannic Majesty, equally animated by a sincere desire to accelerate the moment when the blessing of peaceful industry and an innocent commerce may be encouraged throughout this extensive portion of the Continent of Africa, by its being delivered from the evils of the Slave Trade, have agreed to enter into a Treaty for the said purpose, and have accordingly named, as their Plenipotentiaries, viz. His Royal Highness the Prince Regent of Portugal, the Most Illustrious and Most Excellent Dom Pedro de Souza Holstein, Count of Palmella, a Member of His Royal Highness' Council, Commander of the Order of Christ, Captain of a Company of the Royal German Life Guard; the Illustrious and the Most Excellent Anthony de Saldanha da Gama, a Member of His Royal Highness' Council, and of His Council of Finance, Commander of the Military Order of Saint Benedict of Aviz; and the Most Illustrious and the Most Excellent Dom Joackim Lobo da Silveira, a Member of His Royal Highness' Council, and Commander of the Order of Christ, His Royal Highness' Plenipotentiaries at the Congress of Vienna, and His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Hon'ble Robert Stewart, Viscount Castlereagh, Knight of the Most Noble Order of the Garter, a Member of His said Majesty's Most Honorable Privy Council, a Member of Parliament, Colonel of the Regiment of Militia of Londonderry, His said Majesty's Principal Secretary of State for Foreign Affairs, and His Plenipotentiary at the Congress of Vienna, who, having mutually exchanged their full powers, found in good and due form, have agreed upon the following Articles:—

ARTICLE I.

That from and after the ratification of the present Treaty, and the publication thereof, it shall not be lawful for any of the subjects of the Crown of Portugal to purchase Slaves, or to carry on the Slave Trade on any part of the Coast of Africa to the Northward of the Equator, upon any pretext, or in any manner whatsoever; provided, nevertheless, that the said provision shall not extend to any ship or ships having cleared out from the ports of Brazil previous to the publication of such ratification; and provided the voyage, in which such ship or ships are engaged, shall not be protracted beyond six months after such publication, as aforesaid.

ARTICLE II.

His Royal Highness the Principe Regente of Portugal hereby agrees, and binds himself to adopt, in concert with His Britannic Majesty, such measures as may best conduce to the effectual execution of the preceding Engagement, according to its true intent and meaning; and His Britannic Majesty engages, in concert with His Royal Highness, to give such orders as may effectually prevent any interruption being given to the Portuguese ships resorting to the actual dominions of the Crown of Portugal, or to the territories which are claimed in the said Treaty of Alliance as belonging to the said Crown of Portugal, to the Southward of the Line, for the purpose of trading in Slaves, as aforesaid, during such period as the same may be permitted to be carried on by the laws of Portugal, and under the Treaties subsisting between the two Crowns.

ARTICLE III.

The Treaty of Alliance concluded at Rio de Janeiro on the 19th February 1810, being founded on circumstances of a temporary nature, which have happily ceased to exist, the said Treaty is hereby declared to be void in all its parts, and of no effect, without prejudice, however, to the ancient Treaties of Alliance, Friendship and Guarantee, which have so long and so happily subsisted between the two Crowns, and which are hereby renewed by the high contracting parties, and acknowledged to be of full force and effect.

ARTICLE IV.

The high contracting parties reserve to themselves, and engage to determine by a separate Treaty, the period at which the trade in Slaves shall universally cease and be prohibited throughout the entire dominions of Portugal; the Prince Regent of Portugal hereby renewing his former declaration and engagement, that during the interval which is to elapse before such general and final abolition shall take effect, it shall not be lawful for the subjects of Portugal to purchase or trade in Slaves upon any parts of the Coast of Africa, except to the Southward of the Line, as specified in the II. Article of this Treaty, nor to engage in the same, or to permit their flag to be used, except for the purpose of supplying the transatlantic possessions belonging to the Crown of Portugal.

ARTICLE V.

His Britannic Majesty hereby agrees to remit, from the date at which the ratification, as mentioned in the I. Article, shall be promulgated, such further payments as may then remain due, and payable upon the Loan of Lib. 6,00,000, made in London for the service of Portugal in the year 1809, in consequence of a Convention signed on the 21st of April of the same year, which Convention, under the conditions specified as aforesaid, is hereby declared to be void and of no effect.

ARTICLE VI.

The present Treaty shall be ratified, and the ratification shall be exchanged at Rio de Janeiro in the space of five months, or sooner, if possible.

In witness whereof, the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at Vienna, this twenty-second day of January, in the year of our Lord one thousand eight hundred and fifteen.

(Signed)

L. S. LE CONDE DE PALMELLA.

Seal of Viscount Castlereagh. (Signed) CASTLEREAGH.

L. S. ANTONIO DE SALDANHA DA GAMA.

L. S. D. JOAQUIM LOBO DA SILVEIRA.

ADDITIONAL ARTICLE.

It is agreed that in the event of any of the Portuguese settlers being desirous of retiring from the settlements of the Crown of Portugal on the Coast of Africa, to the Northward of the Equator, with the Negroes *bonâ fide* their domestics, to some other of the possessions of the Crown of Portugal, the same shall not be deemed unlawful, provided it does not take place on board a Slave-trading vessel, and provided they be furnished with proper passports and certificates, according to a form to be agreed on between the two Governments.

The present additional Article shall have the same force and effect as if it were inserted word for word in the Treaty signed this day, and shall be ratified, and the ratification exchanged at the same time.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at Vienna, this twenty-second day of January, in the year of our Lord one thousand eight hundred and fifteen.

L. S. (Signed) LE CONDE DE PALMELLA.

Seal of Viscount Castlereagh. (Signed) CASTLEREAGH.

L. S. ANTONIO DE SALDANHA DA GAMA.

L. S. D. JOAQUIM LOBO DA SILVEIRA.

Treaty of Commerce and Navigation between Great Britain and Portugal, dated the 3rd July 1842.

Her Majesty the Queen of Portugal and the Algarves, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being desirous to maintain and draw still closer the ties of amity which have so happily subsisted between the Crowns of Portugal and Great Britain, and also to encourage and extend the commercial intercourse between their respective subjects, by means of a Treaty of Commerce and Navigation, have, for this purpose, named as their Plenipotentiaries, that is to say; Her Majesty the Queen of Portugal and Algarves, DOM PEDRO DE SOUZA HOLSTEIN, Duke of Palmella, President for life of the Chamber of Peers, Councillor of State, Grand Cross of the Order of Christ, and of the Tower and Sword, Captain of the Royal Guard of Archers, Knight of the Distinguished Order of the Golden Fleece, and Grand Cross of the Orders of Charles III. in Spain, of the Legion of Honor, in France, of Saint Alexander Newsky, in Russia, Knight of the Order of Saint John, of

Jerusalem, Count of Sanfré, in Piedmont, Honorary Minister and Secretary of State, &c. &c. &c., and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, CHARLES AUGUSTUS LORD HOWARD DE WALDEN, Peer of the United Kingdom of Great Britain and Ireland, Knight Grand Cross of the Most Illustrious Order of the Bath, Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty, at the Court of Her Most Faithful Majesty, &c. &c. &c., who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following Articles:—

ARTICLE I.

The subjects of each of the high contracting parties shall, in the dominions of the other, enjoy all the privileges, immunities, and protection enjoyed by the subjects of the most favored nation. They shall be entitled to travel, to reside, to occupy dwellings and warehouses, and to dispose of their personal, leasehold, and all other property lawfully held by them, by sale, gift, exchange, or will, or in any other way whatever, without the smallest let, and without any hindrance whatever. They shall be exempt from forced loans or any other extraordinary contributions not general, or not by law established, and from all military service, by sea or by land. Their dwellings, warehouses, and every thing belonging thereto, shall be respected, and shall not be subjected to any arbitrary visits, or search. No examination or inspection shall be made of their books, papers, or accounts, without the legal sentence of a competent Court, or Judge.

The assessment of the amount to be paid by the British subjects in Portugal and its dominions, for *maneio* or *decima industrial*, and from which they have hitherto enjoyed special exemption, shall in all cases, in future, be made, if so claimed by them, according to the rate to be given by *informadores*, of whom two shall be Portuguese and two British merchants, to be named by the *Conselho de Districto;* and in case any objection should be made by the parties assessed to the amount of the said assessment (which shall in all cases bear a just proportion to the rate at which the native subjects of Portugal are assessed), they shall have a right to appeal to the Tribunal of the Treasury, and to appear in person, or to be heard by Counsel before the said Tribunal, and in the mean time no execution shall be made on their property, until an ultimate decision shall have been pronounced by the said Tribunal.

It is, however, understood, that British subjects resident in Portugal and its dominions not carrying on trade, or exercising any branch of industry therein, but deriving their incomes from other sources, shall, in like manner with Portuguese subjects, be wholly exempt from the operation of the said *maneio* or *decima industrial* tax.

The subjects of each of the high contracting parties shall also, within the dominions of the other, be allowed the free use and exercise of their religion, without being in any manner disturbed on account of their religious opinions;

they shall be allowed to assemble together for the purposes of public worship, and to celebrate the rites of their religion in their own dwelling-houses, or in the chapels or places of worship appointed for that purpose, without any the smallest hindrance or interruption whatever, either now, or hereafter; and Her Most Faithful Majesty does now, and for ever, graciously grant to the subjects of Her Britannic Majesty, permission to build and maintain such chapels and places of worship within Her dominions, it being always understood that the said chapels and places of worship are not to have steeples and bells.

Her Britannic Majesty's subjects shall likewise have full liberty to bury their dead, after the manner and with the ceremonies usual in their respective countries, and in the grounds and cemeteries which they shall have purchased and prepared for that purpose; and the sepulchres of the dead, in conformity to ancient and existing practice, shall in no way, or on any account, be disturbed.

Article II.

The subjects of either of the contracting parties may freely dispose, by will, of the personal effects which they shall possess in the territories of the other, and their heirs, although subjects of the other contracting party, may succeed to their personal effects, either by will or *ab intestato*, and may obtain possession of the same in due course of law, either in person, or by other persons appointed by them to act on their behalf. In the event of the absence of heirs, or of persons duly appointed to act for them, the Consul may be authorized to take charge, in due course of law, of the said effects, until the owner shall have made the necessary arrangements for obtaining possession of the property. If disputes shall arise between several claimants with respect to the title which each may have to the property, such disputes shall be decided by the Courts of the country in which the property is situated; and if hereafter any favor, as regards the possession or inheritance of landed or funded property *(bien fondo)* shall be granted in the dominions of either of the high contracting parties to the subjects of any other nation, the same favor shall extend reciprocally to their respective subjects, as the case may be, either in Portugal or Great Britain.

Article III.

The subjects of either contracting party, residing within the dominions of the other, shall be free to manage their own affairs themselves, or to commit those affairs to the management of any persons whom they may appoint as their broker, factor, agent, or interpreter, nor shall any such British subjects be restrained in their choice of persons to act in such capacities, nor shall they be called upon to pay any salary or remuneration to any person whom they shall not choose to employ. Absolute freedom shall be given in all cases to the buyer and seller to bargain together, and to fix the price of any goods, wares, or merchandize, imported into, or to be exported from the dominions of either contracting party, the laws and established customs of the country being duly observed.

The subjects of either of the high contracting parties, residing within the dominions of the other, shall be at liberty to open retail stores and shops, under the same Municipal and Police Regulations as native subjects, and they shall not, in this respect, be liable to any other or higher taxes or imposts than those which are, or may be, paid by native subjects.

ARTICLE IV.

There shall be reciprocal liberty of commerce and navigation between the subjects of the two high contracting parties; and the subjects of the two Sovereigns respectively shall not pay, in the ports, harbours, roads, cities, towns, or places whatsoever in either kingdom, any other or higher Duties Taxes, Rates, or Imposts, under whatsoever names designated or included, than those which are there paid by the subjects or citizens of the most favored nation.

No Duty of Customs, or other Impost, shall be charged upon any goods, the produce of the one country, upon importation by sea or by land from that country into the other, higher than the Duty or Impost charged upon goods of the same kind, the produce of, and imported from any other country; and no duty, restriction, or prohibition shall be imposed upon the importation and exportation, from one country to the other, of the goods and produce of each, which shall not be imposed upon goods of the same kind when imported from, or exported to any other country; and Her Majesty the Queen of Portugal, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, do hereby bind and engage themselves, their heirs and successors, not to grant any favor, privilege, or immunity, in matters of commerce and navigation, to the subjects or citizens of any other State, which shall not also and at the same time be extended to the subjects of the other high contracting party, gratuitously, if the concession in favor of that other State shall have been gratuitous, and on giving, as nearly as possible, the same compensation or equivalent, if the concession shall have been conditional.

ARTICLE V.

No Duties of tonnage, and no harbour, lighthouse, pilotage, quarantine, or other similar or corresponding Duties, of whatever nature, or under whatever denomination, shall be imposed in either country upon the vessels of the other, in respect to voyages between the two countries, if laden; or in respect of any voyage, if in ballast, which shall not be equally imposed, in the like cases, on national vessels.

ARTICLE VI.

All goods, the growth, produce, or manufacture of their respective possessions, which can legally be imported into either country from the other, in ships of that other country, shall, when so imported, be subject to the same Duties, whether they be imported in ships of the one country, or in ships of the other;

and in like manner, all goods which can legally be exported from either country to the other in ships of that other country, shall, when so exported, be subject to the same Duties, and be entitled to the same drawbacks, bounties, and allowances, whether they be exported in ships of the one country, or in ships of the other.

ARTICLE VII.

In order to promote and encourage the commercial intercourse between the dominions of the high contracting parties, for the mutual benefit of their respective subjects, Her Most Faithful Majesty, and Her Britannic Majesty, agree to take into consideration the Duties now levied upon articles, the produce or manufacture of either country, with a view to make such reductions in those Duties as may be consistent with the interests of the high contracting parties respectively.

This matter shall without delay be made the subject of a special negociation between the two Governments.

ARTICLE VIII.

Portuguese ships shall be allowed to proceed direct from any port of Her Most Faithful Majesty's dominions to any Colony of Her Britannic Majesty, and to import into such Colony any goods, the growth, produce, or manufacture of Portugal, or of any of the Portuguese dominions, except such goods as are prohibited to be imported into such Colony; or which are admitted into it only from the dominions of Her Britannic Majesty; and such Portuguese ships and such goods so imported in them shall be liable, in such Colony of Her Britannic Majesty, to no higher or other Duties and charges than would be there payable on British ships importing the like sorts of goods; or on the like goods, the growth, produce, or manufacture of any foreign country, and allowed to be imported into the said Colony in British ships. In like manner British ships shall be allowed to proceed direct from any port of Her Britannic Majesty's dominions to any Colony of Her Most Faithful Majesty, and to import into such Colony any goods, the growth, produce, or manufacture of the United Kingdom or of any of the British dominions, except such goods as are prohibited to be imported into such Colony, or which are admitted into it only from the dominions of Her Most Faithful Majesty; and such British ships and such goods so imported in them, shall be liable, in such Colony of Her Most Faithful Majesty, to no higher or other Duties and charges than would be there payable on Portuguese ships importing the like sorts of goods, or on the like goods the growth, produce or manufacture of any foreign country, and allowed to be imported into the said Colony in Portuguese ships.

ARTICLE IX.

Portuguese ships shall be allowed to export from any Colony of Her Britannic Majesty to any place not under the dominion of Her said Majesty, any

goods not generally prohibited to be exported from such Colony; and such Portuguese ships, and such goods so exported in them, shall be liable in such Colony to no other or higher charges than would be payable by, and shall be entitled to the same drawbacks or bounties as would be there allowed on British ships exporting such goods, or on such goods exported in British ships.

In like manner, British ships shall be allowed to export, from any Colony of Her Most Faithful Majesty, to any place not under the dominion of Her said Majesty, any goods not generally prohibited to be exported from such Colony, and such British ships, and such goods so exported in them, shall be liable, in such Colony, to no other or higher charges than would be payable by, and shall be entitled to the same drawbacks or bounties as would be there allowable on Portuguese ships exporting such goods, or on such goods exported in Portuguese ships.

ARTICLE X.

It is hereby declared that the stipulations of the present Treaty are not to be understood as applying to the navigation and carrying trade between one port and another situated in the dominions of either contracting party, if such navigation and trade should, in those dominions, be reserved by law exclusively to national vessels.

Vessels of either country shall, however, be permitted to discharge part of their cargoes at one port, in the dominions of either of the high contracting parties, and then to proceed with the remainder of their cargo to any other port or ports, in the same dominions, without paying any higher or other Duties in such cases than national vessels would pay in like circumstances; and they shall be permitted to lade in like manner at different ports in the same voyage outwards.

ARTICLE XI.

The reciprocal liberty of commerce and navigation, declared and stipulated for by the present Treaty, shall not extend to contraband of war, or to articles the property of the enemies of either party.

The power granted by former Treaties to carry in the ships of either country goods and merchandize of any description whatever, the property of the enemies of the other country, is now mutually renounced.

ARTICLE XII.

In all cases in which, in either Kingdom, the Duty to be levied upon any goods imported from the other Kingdom shall be not a fixed rate, but a proportion of the value of the goods, such *ad valorem* Duty shall be ascertained and secured in the following manner: that is to say, the importer shall, on making his entry for the payment of Duty at the Custom House, sign a declaration, stating the description and the value of the goods at such amount as he shall deem proper; and in case the Officer or Officers of the Custom House shall be of opinion that such valuation is insufficient, he or they shall be at liberty to take

the goods on paying to the importer the value thereof, according to the declaration of the importer, together with an addition of ten per cent., and the Custom House Officer shall, at the same time, return to the importer any Duty which the importer may have paid upon such goods; and the amount of these sums shall be paid to the importer on the delivery of the goods to the said Officer or Officers, which must not be later than fifteen days from the first detention of the goods.

ARTICLE XIII.

Inasmuch as all merchandize, of whatever origin, whether admissible for home consumption or not, may be received and warehoused in all those ports of the United Kingdom of Great Britain and Ireland which are, by law, appointed to be warehousing ports for such articles, pending the entry of the same, either for home consumption, or for re-exportation, as the case may be, under the Regulations appointed for this purpose, and without such articles being liable in the mean time to the payment of any of the Duties with which they would be charged, if, upon arrival, they were entered for consumption within the United Kingdom. In like manner the Queen of Portugal consents and agrees that the ports of Her Most Faithful Majesty's dominions which now are, or which shall hereafter become, by law, warehousing ports, shall be free ports for receiving and warehousing, either for home consumption, or for re-exportation, as the case may be, all merchandize imported in British ships, and all articles whatever, the produce or manufacture of the British dominions imported by Portuguese ships; and the articles thus received and warehoused, subject to due Regulations, shall not be liable, in the mean time, to any of the Duties with which they would be charged if they were entered for consumption on their arrival in the dominions of Her Most Faithful Majesty.

ARTICLE XIV.

All goods or merchandize found on board of, or which shall have formed the cargo or part of the cargo of, a vessel of the one country, which shall be wrecked, or left derelict, on or near the coast of the other country, unless the importation of such goods or merchandize shall be absolutely prohibited by law, shall be admitted for home consumption in the country, on or near the coast of which such vessel shall be wrecked or left derelict, or such goods or merchandize may be found, on payment of the same Duty, as if the said goods or merchandize had been imported in a national vessel, even though such goods or merchandize could not, by law, be imported into the said country in any other than national vessels; and in fixing the amount of Duty to be paid on such goods or merchandize, regard shall be had to any damage which the said goods or merchandize may have sustained.

To prevent frauds, the Board of Customs of each nation shall exercise their judgment, as to the causes of wrecks; and when they are satisfied that the said wrecks were the result of accident, or misfortune, and free from suspicion

of collusion, they shall authorize, at the option of the proprietor or agent, if present, or otherwise of the Consul, the transhipment, or the sale for home consumption, of the goods or merchandize; provided that such goods and merchandize could have been legally imported by the ships of the one country into the ports of the other country.

If any ships of war or merchant vessels should be wrecked on the coasts of either of the high contracting parties, such ships or vessels, or any parts thereof, and all furniture and appurtenances belonging thereunto, and all goods or merchandize which shall be saved therefrom, or the produce thereof, if sold, shall be faithfully restored to the proprietors, upon being duly claimed by them, or by their agents duly authorized; or, if there are no such proprietors or agents on the spot, by the respective Consuls of the nation to which the proprietors of the said ships, vessels, or goods may belong, and in whose Districts such wreck may have taken place, provided such claim be preferred within a year and a day from the time of such wreck; and such Consul, proprietor, or agent shall pay only the expenses incurred in the preservation of the property, together with the rate of salvage which would have been payable in the like case of a wreck of a national vessel; and the goods and merchandize saved from the wreck shall not be subject to Duties, unless cleared for local consumption.

If any merchant vessel of either country should be driven into the ports of the other, by stress of weather, for the purpose of effecting necessary repairs, every facility shall be afforded to such vessel for obtaining the assistance it may be in need of. The strictest reciprocity shall be observed, in the most favorable sense, as to the relief to be afforded to such vessel from the duties, charges, and expenses in the ports of either nation, to which vessels entering solely for the purpose of trade are subjected. Sufficient time shall be allowed for the completion of repairs, and while the vessel shall be undergoing repair, its cargo shall not unnecessarily be required to be landed, either in whole or in part: and any difference of opinion which may arise between the Custom House authorities and the masters of the said vessels, as to the necessity of landing all, or any part of the cargo, shall be referred to two sworn or public surveyors, one to be named by the Chief Custom House authority of the port, and the other by the Consul of the nation to which the vessel belongs.

Article XV.

Her Majesty the Queen of Portugal engages that the commerce of British subjects, within the Portuguese dominions, shall not be restrained, interrupted, or otherwise affected by the operation of any monopoly, contract, or exclusive privilege of sale or purchase whatsoever, but that the subjects of the United Kingdom shall have free and unrestrained permission to buy from, and sell to, whomsoever they please, and in whatever form and manner may be agreed upon between the purchaser and seller, without being obliged to give any preference or favor, in consequence of any such monopoly, contract, or

exclusive privilege of sale and purchase; and Her Britannic Majesty engages that a like exemption from restraint, in respect to purchases or sales, shall be enjoyed by the subjects of Her Most Faithful Majesty trading to or residing in the United Kingdom. But it is distinctly to be understood that the present Article shall not be interpreted as affecting the special Regulations now in force, or which may hereafter be enacted, with a view solely to the encouragement and amelioration of the Douro wine trade (it being always understood that British subjects shall, in respect of the said trade, be placed on the same footing as Portuguese subjects), or with regard to the exportation of the salt of Saint Ubes.

This Article does not invalidate the exclusive right possessed by the Crown of Portugal, within its own dominions, to the farm for the sale of ivory, urzella, gold-dust, soap, gunpowder, and tobacco for home consumption, provided, however, that should the above-mentioned articles, generally or separately, ever become articles of free commerce within the dominions of Her Most Faithful Majesty, the subjects of Her Britannic Majesty shall be permitted to traffic in them as freely, and on the same footing, as the subjects or citizens of the most favored Nation.

ARTICLE XVI.

It is agreed and covenanted, that neither of the high contracting parties shall knowingly receive into, or retain in, its service, any subjects of the other party, who have deserted from the Naval or Military service of that other party; but that, on the contrary, each of the contracting parties shall respectively discharge from its service any such deserters, upon being required by the other party to do so.

It is further agreed and declared, that if either of the high contracting parties shall grant to any State, any new favor or facility with respect to the recovery of deserters, such favor or facility shall be considered as granted also to the other contracting party, in the same manner as if the said favor or facility had been expressly stipulated by the present Treaty.

And it is further agreed, that if any Apprentices or Sailors shall desert from vessels belonging to the subjects of either of the high contracting parties, while such vessels are within any port in the territory of the other party, the Magistrates of such port and territory shall be bound to give every assistance in their power for the apprehension of such deserters, on application to that effect being made by the Consul of the party concerned, or by the deputy or representative of the Consul; and no public body, civil or religious, shall protect or harbour such deserters.

ARTICLE XVII.

Her Britannic Majesty, on the representation of Her Most Faithful Majesty, and in contemplation of the improving system of law and justice in Portugal, hereby consents to give up the exercise of the rights connected with the Conservatorial Court, so soon, and so long, as British subjects are admitted in Por-

tugal to the benefit of securities similar or equivalent to those enjoyed by the subjects of Her Most Faithful Majesty in Great Britain, as regards trial by jury, protection from arrest without a warrant from a Magistrate, and examination within twenty-four hours after apprehension in *flagrante delicto*, and admission to bail; It being always understood that in other respects the subjects of Her Britannic Majesty in Portugal shall be placed on the same footing as Portuguese subjects, in all causes, whether civil or criminal; that they shall not, except in cases *flagrantes delicti*, be liable to imprisonment without formal commitment *(culpa formada)* under a warrant signed by a legal authority.

ARTICLE XVIII.

It is hereby declared, that Her Britannic Majesty, relying upon the guarantees which are or may be afforded to British subjects by the law of Portugal under the present constitutional system, henceforward claims for British subjects in Portugal no privileges which are not enjoyed by Portuguese subjects in the Portuguese or British dominions; it being, however, understood, that Her Britannic Majesty will be entitled, in the event (which God forbid) of political troubles affecting the operation of the above-mentioned guarantees, to claim the re-establishment and observance of the privileges surrendered by the present and preceding Article.

ARTICLE XIX.

The present Treaty shall be in force for the term of ten years from the date hereof; and further, until the end of twelve months after either of the high contracting parties shall have given notice to the other of its intention to terminate the same; each of the high contracting parties reserving to itself the right of giving such notice to the other at the end of the said term of ten years, or at any subsequent time. And it is hereby agreed between them, that at the expiration of twelve months after such notice shall have been received by either party from the other, this Treaty, and all the provisions thereof, shall altogether cease and determine.

It is agreed, nevertheless, that either of the two high contracting parties shall have the right, at the end of five years, to require a revision of any Articles not affecting the principle of the Treaty, on giving six months notice of a desire to make such revision; provided, however, that it be distinctly understood that the power of giving such notice shall not extend beyond, nor be recognized after, the termination of the fifth year.

ARTICLE XX.

The present Treaty shall be ratified, and the ratifications shall be exchanged at Lisbon, at the expiration of two months from the date of its signature, or sooner, if possible.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereto the Seal of their Arms.

Done at Lisbon, the third day of July, in the year of our Lord one thousand eight hundred and forty-two.

(L. S.) (Signed) DUQUE DE PALMELLA. (L. S.) (Signed) HOWARD DE WALDEN.

Ratification to the foregoing Treaty, by Her Most Faithful Majesty DONNA MARIA, *Queen of Portugal, dated the 29th July* 1842.

Donna Maria, by the grace of God, Queen of Portugal and the Algarves, on this side of the Sea; in Africa, sovereign of Guinea; and of Conquest, Navigation, and Commerce, of Ethiopia, Arabia, Persia, and of India, &c. I do hereby make it known to all, who this present Letter of Confirmation and Ratification should see, that on the 3rd day of the month of July, of the current year (1842), *was concluded and signed, in the City of Lisbon, between myself and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, through the respective Plenipotentiaries invested with competent authority, a Treaty of Commerce and Navigation, with the view to give all possible plenitude to mutual Commerce between the two States.*

And the present being the same Treaty, the tenor of which is above specified, and as the same has been approved, considered, and examined by me, as regards all its contents, after consulting the Council of State, I do hereby ratify and confirm it, in all its parts; and, by these presents, do make it firm and valid, so that it may produce its due effect; promising in Faith, and under the Royal Word, to observe and fulfil it by all means possible. In witness whereof I have caused this to be passed by me, signed and stamped with the Great Seal of my Arms, and registered by my Councillor, Minister, and Secretary of State.

Given at the Palace of Cintra, the 29th of the month of July, A. D. 1842.

Great Seal of Her Most Faithful Majesty. "THE QUEEN." (In the hand-writing of Her Most Faithful Majesty.)

Translation of Regulations in regard to Commerce, passed by the Court of Lisbon, in connection with the foregoing Treaty, under date the 5th June 1844.

Whereas it is necessary to declare which are the ports of the Ultra-Marine Provinces wherein admission should be granted to vessels belonging to the

nations with whom Agreement has been entered into, for the purpose of trading with those provinces, and whereas such a declaration is every day becoming more urgently required, not only because the faith of the Treaties calls for it, but also because, in the absence of such a declaration, serious inconvenience and evil may result to commerce, at the same time that it is absolutely necessary to organize Rules for the various Customs Officers, according to the exigencies and the nature of the trade of each port: Whereas it is equally necessary to make the said declaration to avoid disputes, which may easily arise from no specification existing of the ports where, in conformity with the Treaties, admission should be granted to foreign vessels; And whereas the security of the said provinces, and the preservation and increase of commercial interests between the various parts of the national territory, as well as the interests of the Portuguese manufacturers, render it requisite that specification should be made of such goods and merchandize, the importation of which into Ultra-Marine provinces should be totally prohibited, or of such others whose importation should be limited only to cases where they may be of Portuguese manufacture, and imported in Portuguese vessels; And whereas, for these reasons, my Government has presented to the Chamber of the Deputies the necessary legal proposal, which, however, has not come under their discussion, owing to various other matters and circumstances which have prevented it, and I have weighed these reasons, and given my attention to the necessity for the provisions now specially called for, for the good of the Ultra-Marine provinces, the state of which requires that immediate measures be taken to raise them to wealth and prosperity, at which they can only arrive by means of legal commerce; Availing myself of the authority held out by Article I. of the Regulations of the second of May, One thousand, eight hundred, and forty-three, having consulted the Council of the Ministers and of the State, I do hereby direct as follows:—

ARTICLE I.

British vessels shall be admitted (in conformity with the stipulations of the Treaty of the third of July, one thousand eight hundred and forty-two, entered into between the Portuguese and British Governments) in the ports of the Portuguese possessions named in Table No. 1. The trade of other ports of the Portuguese possessions, not mentioned in that Table, shall be considered as coasting navigation, and, as such, can only be made in Portuguese vessels.

ARTICLE II.

The importation of the articles mentioned in Table No. 2 into Portuguese possessions, is totally prohibited, and equal prohibition exists against the importation, into those possessions, of articles which are likewise produced in those possessions, and exported therefrom.

Exception, however, is made of articles produced in neighbouring countries, when imported by land.

ARTICLE III.

The goods and merchandize contained in Table No. 3 shall only be admitted into Portuguese possessions when they are constructed, produced, or manufactured in Portuguese dominions, and conveyed in Portuguese vessels.

ARTICLE IV.

The ships and goods from the British East India Company's possessions will be liable, at the Portuguese possessions, to increased Duties, equal to the Duties which the Portuguese ships and goods pay at the possessions of the said British Company.

ARTICLE V.

It is permitted to ship on British vessels, for any foreign port whatever, all kinds of produce from Portuguese possessions, excepting the Orchel-weed, and such other articles of produce as are, or may come to be, under the administration of the State, or are contracted for; and these can only be exported in National ships.

Upon all the above however, Duty is to be paid, at the existing rates, or at such other rates as may be established hereafter.

ARTICLE VI.

At the ports named in Table No. 1 admission should in like manner be granted to vessels of the different nations with whom it may have been agreed to trade in the Portuguese ports or possessions.

ARTICLE VII.

Any legislation to the contrary is cancelled.

The Minister and Secretary of State for the Affairs of Marine and Colonies will have the above published, and given effect to.

Palace of Necessidades. 5th June 1844.

(Signed) "THE QUEEN."

(Signed by) JOAQUIM JOSE' FALCAO.

TABLE No. 1.

PORTS OF THE PORTUGUESE POSSESSIONS WHEREIN FOREIGN VESSELS MAY BE ADMITTED.

Cape de Verde Islands,

In San Thiago Island (St. Jago), the port of Da Villa da Praia (Porto Praya); In Mayo Island, Port Inglez; In the Island of Boavista (Bona Vista), the port of Salrei; In the Island of Sal, the port of Madama, or Port Martins.

Coast of Guinea.

The Ports of Bissau and Cacheu.

Islands of St. Thomé and Prince.

In Prince Island, the port also called Agulas Bay, or any other place to which the Custom House should be transferred; in the Island of St. Thomé, the port of the Fort.

Angola and Benguella.

The port of Loanda, and the port of Benguella.

Coast of Mozambique.

The port of Mozambique.

Portuguese States in the East Indies.

The Ports of Goa, Damaun, and Diu.

Archipelago of Solor and Timor.

On the Island of Timor, the port of Delly.

Secretariate of State for the Marine and Colonial Affairs, 5th June 1844.

(Signed) JOAQUIM JOSE' FALCAO.

TABLE No. 2.

Articles, the importation of which into Portuguese Possessions is totally prohibited.

Artillery Guns.
Projectiles.
Firelights.

Secretariate of State for the Affairs of the Marine and Colonies. 5th June 1844.

(Signed) JOAQUIM JOSE' FALCAO.

TABLE No. 3.

Articles which can only be imported into the Portuguese Possessions when they are of Portuguese manufacture, and are conveyed in Portuguese Vessels.

Gunpowder.
Fire-arms.
Salt.
Soap.
Snuff, and all kinds of Tobacco Powder.
Wines of all kinds, except Champagne.
Zuartes Blue Cotton Cloth.
Scythes.
Small ditto.
Axes.
Chisels.
Nails, of all sorts.
Hats, of all sorts.
Linen Cloth.

Liqueurs.
Spirits.
Vinegar.
Olive, Cocoanut, and Palm Oil.
Pork (Smoked and Preserved).
Household Furniture, of wood.
Wearing Apparel, and made Shoes.

All kinds of goods and merchandize, whose importation into Portugal is prohibited by the general Regulations of the Custom Houses.

N. B.—In this Table the "Spirit of Sugar-cane" is not included, and it may therefore continue to be admitted, until measures are adopted respecting it.

Secretariate of State for Marine and Colonial Affairs. 5th June 1844.

(Signed) JOAQUIM JOSE' FALCAO.

POSITRA.

Agreement executed by Koonwur Meghrajee, of Positra, renouncing, in future, Piracy, and all right to Wrecks.

Be it known to all that I, KOONWUR MEGHRAJEE, of Positra, in order to afford the fullest testimony of respect and attachment to the Hon'ble Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement, concluded by me (Koonwur Meghrajee) on my part, and by Major ALEXANDER WALKER on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner, for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of Piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of Piracy receive protection or assistance in my ports. I (Koonwur Meghrajee, of Positra) do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will, accordingly, afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Hon'ble Company's vessels and subjects shall, at all times, have admission into my ports for the purposes of carrying on freely trade and commerce, and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Hon'ble Company.

ARTICLE III.

It is further agreed to by me, that to prevent all future causes of dispute or of misunderstanding, the Hon'ble Company may appoint Soondurjee Sheojee, or one of his connexions, to reside at Positra, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary to ascertain that all these Articles are observed inviolably.

Magsur Vud, 14th Sumvut 1864 *(December 28th* A. D. 1807).

"Suhee," in the handwriting of Koonwur Meghrajee, of Positra.

Seal of Manumjee, son of Babjee.

Security Bond, executed on the 30th December 1807, *by* KOONWUR BABJEE, *of Bét, and* MOOLOO MANIK, *of Dwarka, for the Chief of Positra, for the due performance of the foregoing Engagement.*

I, Koonwur Shree Babjee, by the agency of Sudaram Adhikaree, and I, Mooloo Manik Summyanee, in consequence of Positra having concluded arrangements with the Honorable English Company similar to those of Bét and Dwarka, with a view to cause a due observance of these Engagements, hereby become Security; and if the Chief of Positra commit any aggression or theft we are responsible for the same.

Should the Positra Wala in any way commit aggressions, the whole of them (are on our necks) we are answerable for.

Dated Poush Shood, 2nd Sumvut 1864 *(or the 30th December* 1807).

(Signed) "Suhee." } In the hand-writing of Koonwur
"Suhee." } Babjee, and Mooloo Manik.

Fail Zamin Engagement, entered into on the 12th November 1809, *by Bhaee Kattee Wanee, Adhikaree Sudaramjee, Aramra Rana, Sugaramjee Hunsraj, of Mandvee; Manik Mooloo Summyanee, of Dwarka; and Wagur Desanee, of Dhingee; providing for the future good conduct of the Chief of Positra.*

Of our own free will and consent, we do hereby become perpetual Fail Zamin for Positra, that the piracies and thefts of the place shall cease by land and sea. Should any disturbance be committed by the people of Positra, we do hereby engage for ourselves, and descendants, to become responsible to

the Sirkar. This Security extends to future piracies, without retrospect for the past.

Dated Kartik Shood 5th, 1865 (*November 12th* 1809).

(Signed) By the above parties.

(A true translate.)

(Signed) SAMUEL A. GREENWOOD,
Assistant.

PRUTAPGUR.

Treaty concluded on the 25th November 1804, *with* SHAHAMUT SING, *Raja of Prutapgur, by Colonel* MURRAY, *commanding the British Troops in Guzerat, the Uthavisee and Malwa.*

ARTICLE I.

The Raja disclaims all subjection or acknowledgment of superiority to Jeswunt Rao Holkar.

ARTICLE II.

The Raja engages to pay the tribute formerly paid by him to Jeswunt Rao Holkar, to the British Government, when the Most Noble the Governor General shall think fit to order it to be levied.

ARTICLE III.

The Raja shall consider the enemies of the British Government as his own, and engages that he will not permit them to remain in his districts.

ARTICLE IV.

All British troops, and stores of every description, for the British army, shall be permitted to pass free through the districts of the Raja; and the Raja further engages to afford them every assistance and protection.

ARTICLE V.

The districts of the Raja shall deliver at Mulhar Gur five thousand maunds of rice; two thousand maunds of gram; and three thousand maunds of joovaree, for which a fair and equitable price shall be paid on the delivery; this delivery to be made, one half in fourteen, the remainder in twenty-eight days.

ARTICLE VI.

In the full confidence that the above Articles shall be strictly performed by the Raja, Colonel Murray, commanding the British forces, engages to raise no

contributions, either of money, cattle, or grain, nor will he permit any contributions to be levied by detachments of British troops under his command.

ARTICLE VII.

The Raja engages to coin, in the Mint of Prutapgur, such bullion as the Commanding Officer of the British troops may find convenient to send there, the British Government defraying the actual expense.

ARTICLE VIII.

This Treaty shall be sent, with the least possible delay, for the ratification of His Excellency the Most Noble the Governor General; but the above Articles shall be strictly adhered to by the Officer commanding the British troops and the Raja, till the ratification shall arrive.

Signature of the Raja.

Given under my hand and seal, this 25th day of November, 1804, *in Camp, on the Chumbul.*

(Signed) J. MURRAY,
Colonel.

Treaty with the Raja of Dowleah and Prutapgur, dated the 5th October 1818.

Engagement entered into by the Honorable the East India Company and SHAHAMUT SING, *Raja of Dowleah and Prutapgur, his heirs and successors, settled by Captain* CAULFIELD, *under authority from Brigadier General Sir* JOHN MALCOLM, K. C. B. *and* K. L. S., *Political Agent to the Most Noble the Governor General, on the part of the Honorable East India Company, and* RAM CHUNDRU BHAOO, *on the part of Shahamut Sing, Raja of Dowleah and Prutapgur, the said Brigadier General Sir John Malcolm being invested with full power and authority from the Most Noble Francis, Marquis of Hastings, K. G., one of His Britannic Majesty's Most Honorable Privy Council, appointed by the Honorable East India Company to direct and control all their Affairs in the East Indies, and the said Ram Chundru Bhaoo being duly invested with full powers on the part of Shahamut Sing, Raja of Dowleah and Prutapgur.*

ARTICLE I.

The Raja promises to give up all connection with other States, and, to the utmost of his power, prove his obedience to the British Government, who, in

return, agree to assist him in re-establishing good order throughout his district and to protect him from the claims and trespasses of all other States.

ARTICLE II.

The Raja agrees to pay to the British Government all arrears of tribute, justly due to Maha Raja Mulhar Rao Holkar, amounting to one lac, twenty-four thousand, six hundred and fifty-seven Rupees and six Annas, in the following manner, viz.,

The *First* year, A. D. 1818-19 (corresponding to the years Fuslee 1226, and 1875 Sumvut), Ten thousand Rupees.

Second year, Fifteen thousand Rupees.

Third year, Twenty thousand Rupees.

Fourth year, Twenty-five thousand Rupees.

Fifth year, Twenty-five thousand Rupees.

Sixth year, Twenty-nine thousand, six hundred and fifty-seven Rupees and six Annas.

And the Raja further agrees, that in case the above payments be not made as specified, an Agent on the part of the British Government shall be appointed to receive the sums above mentioned from the Town Duties of Prutapgur.

ARTICLE III.

The Raja of Dowleah and Prutapgur agrees on his part, and on that of his heirs, to pay to the British Government, in lieu of its protection, such tributes and presents as he has hitherto paid to Mulhar Rao Holkar; the above tribute to be paid as follows, namely:

The *First* year A. D. 1818-19 (corresponding to the year 1226 Fuslee, and 1875 Sumvut), the sum of Thirty-five thousand Rupees.

Second year, Forty-five thousand Rupees.

Third year, Fifty-five thousand Rupees.

Fourth year, Sixty-five thousand Rupees. And the

Fifth year, the full amount of the tribute, namely, Seventy-two thousand, seven hundred Salum Shahee Rupees, in two payments, half in Magh and the other half in Jesht (corresponding to the months of March and July).

ARTICLE IV.

The Raja further agrees not to entertain Arabs or Mukranees in his service, but to keep up fifty horsemen, and two hundred foot soldiers, inhabitants of the Prutapgur district, who are to be at the disposal of the British Government, whenever their services are required in the vicinity of the Prutapgur district.

ARTICLE V.

The Raja of Prutapgur to be the master of his own Government, in the affairs of which the British Government is not to interfere, except in the settlement of

all predatory tribes, and in the re-establishment of tranquillity and good order. The Raja agrees to be guided by the advice of the British Government, and further, that he will not levy any unusual duty on the mint, or merchants, or on merchandize, throughout his territories.

ARTICLE VI.

The British Government agrees not to give countenance to any of the connexions or relations of the Prutapgur Raja who may be disobedient, but to afford the Raja aid in bringing them under due control.

ARTICLE VII.

The British Government agrees to aid the Raja in subduing the Meenas, Bheels, &c. &c.

ARTICLE VIII.

The British Government agrees not to interfere with any just and ancient claims the Raja may be authorized to make, by usage, on his subjects.

ARTICLE IX.

The British Government agrees to aid the Raja in all his just demands on his subjects, should he not be able to enforce them.

ARTICLE X.

If the Prutapgur Raja should have any just claims upon any neighbouring State, or the surrounding Thakoors, the British Government agrees to afford him the benefit of its influence in recovering or adjusting them. It will also mediate to settle any difference or dispute that may arise between him and such Chiefs.

ARTICLE XI.

The British Government agrees not to interfere in the distribution of the Khyrat lands; and it will pay, on all occasions, the utmost respect to the religious customs and prejudices of the Raja and the inhabitants of the country.

ARTICLE XII.

The Raja agrees, in the third Article of this Engagement, to pay tribute to the British Government, and, for the purpose of securing the same, agrees to pay the said tribute to persons to be appointed to receive it on the part of the British Government: and in the event of any failure in the said payment, the Raja agrees that an Agent on the part of the British Government be appointed to receive the tribute from the Town Duties of Prutapgur.

This Engagement, consisting of twelve Articles, has been this day settled by Captain James Caulfield, acting under the directions of Brigadier General Sir John Malcolm, K. C. B. and K. L. S., on the part of the Hon'ble Company, and by Ram Chundru Bhaoo on the part of Shahamut Sing, Raja of Dowleah and Prutapgur. Captain Caulfield has delivered one copy thereof in English, Persian, and Hinduvee, signed and sealed by himself, to the said Ram Chundru Bhaoo, to be forwarded to the Raja of Dowleah and Prutapgur, and has received from the said Ram Chundru Bhaoo a counterpart of the said Engagement, signed and sealed by him.

Captain Caulfield engages that a copy of the said Treaty, ratified by the Most Noble the Governor General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Ram Chundru Bhaoo, to be given to Shahamut Sing, Raja of Dowleah and Prutapgur, within the period of two months, and on the delivery of such copy to the Raja, the Treaty executed by Captain Caulfield, under the immediate direction of Brigadier General Sir John Malcolm, K. C. B. and K. L. S., shall be returned: and Ram Chundru Bhaoo, in like manner engages, that another copy of the said Treaty, by Shahamut Sing, Raja of Dowleah and Prutapgur, in every respect the counterpart of the Treaty now executed by himself, shall be delivered to Captain Caulfield, to be forwarded to the Most Noble the Governor General, within the space of eight days from this date, and on the delivery of such copy to the Most Noble the Governor General, the Treaty executed by Ram Chundru Bhaoo, by virtue of the full power and authority vested in him as above mentioned, shall also be returned.

Done at Neemuch, this 5th day of October, A. D. 1818 *(or the 4th day of Zilhuj, in the year of Hijree* 1233, *corresponding to the 6th day of the month Asanje Sud Chyte Sumvut* 1875).

(Signed) HASTINGS.

The Governor General's Small Seal.

The Company's Seal.

(Signed) G. DOWDESWELL.
" J. STUART.
" C. M. RICKETTS.

Ratified by His Excellency the Most Noble the Governor General in Council, at Fort William, this 7th day of November 1818.

(Signed) J. ADAM,
Chief Secretary to Government.

RADHUNPOOR.

Agreement entered into by the Nuwab of Radhunpoor, SHERE KHAN BABEE, *Bahadoor, with the Honorable Company, on the 24th Rumzan* 1235, *Hijree (or the 6th July* 1820).

For a long time the depredations of the Khosas in my dependencies, the Purgunas of Radhunpoor, Summi, &c. have been great, and from that cause, the depopulation and injury to them extensive, and as it was not in my power to restrain or expel the Khosas, I wrote, describing my situation to the British Government.

The troops of that Government have, in consequence, been sent to my assistance, and have punished and expelled the Khosas; and as, from this measure, the prosperity and safety of my Purgunas and people will be secured, I therefore agree, of my own free will, to the following Articles:—

ARTICLE I.

I engage not to permit robbers, or enemies of the Government, to remain in my dependencies; nor will I allow any Rajpoots or Koolees to remain in my district, to molest or plunder the territories of the Honorable Company of His Highness the Gaekwar, or those of any other State; nor will I maintain any sort of connexion with the Khosas.

ARTICLE II.

In order to promote the chastisement of the Khosas, or other robbers, every intelligence of them shall be communicated to the troops of the Sirkar wherever they may be stationed, and no exertion in their punishment, equal to my ability, shall be wanting. And, on every occasion, whatever force of Foot or Horse I have, shall accompany the troops of the Government.

ARTICLE III.

As the British troops came here in consequence of my letters and complaints, and have expelled the Khosas, and as my districts and Ryuts will derive great advantage from their exertions, it becomes incumbent on me, as in these arrangements the British Government has expended, and will have to expend, considerable sums of money, that I should aid, in proportion to my means, in discharging this expense. I therefore agree to pay an amount yearly, in proportion to my means, and as the Government may direct.

The above III. Articles should be duly executed and observed in all respects.

Dated the 24th Rumzan, 1235 Hijree (or A. D. *the 6th July* 1820).

(Signed) W. MILES,
Captain and Agent.

The Seal of the Nuwab of Radhunpoor.

MEMORANDUM.—On the 18th February 1822 the amount of tribute to be paid to the British Government by the Radhunpoor State, under Article III. of this Engagement, was fixed at 17,000 Rupees per annum, for five years certain, after which it was left to the British Government to increase the amount, or not.

This Engagement continued in force until the year 1825, when the Honorable the Court of Directors, not considering the Radhunpoor State able to bear the amount of tribute imposed, it was, by the order of the Bombay Government, remitted in full, on the 26th July of that year, and since this period this State has been free from all pecuniary claims from the British Government.

Engagement entered into in September 1822, *by the Nuwab of Radhunpoor, for prohibiting the transit of Opium through his territory.*

MEMORANDUM.—This Engagement, being precisely similar to that agreed to by the Nuwab of Pahlunpoor, entered at pages 440 and 441, it is not repeated in this place.

RAJPEEPLA.

Engagement entered into by Maharana Verisaljee, Raja of Rajpeepla, with JAMES WILLIAMS, *Esquire, Resident at Baroda, on the part of the Hon'ble Company, dated the 11th October* 1821, *promising to be entirely guided, for the future, by the advice of the British Government in all matters connected with the affairs of his Estate.*

Large Seal of the Raja of Rajpeepla.

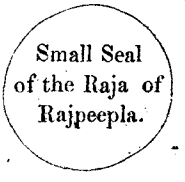
My representation is as follows: I have received possession of my country from the Gaekwar Government, but I am certain that, without the aid of the British Government, I shall not be able to make its settlement. Therefore, I

myself, and my father, both of us, of our own desire, do agree to act, upon every thing relating to the settlement of all the affairs of my country, in conformity with the advice of the Hon'ble Company. Whatever may be the desire of the Government I will act according to it. In conformity with this Agreement, whoever may be Chieftain of the country, from generation to generation, he will act.

Dated Sumvut 1878, *Assavudee, i. e. reckoning from the month of Assar Ashwin Shood the* 15*th (corresponding with October the* 11*th,* A. D. 1821).

(True translation.)

(Signed) J. P. WILLOUGHBY,
Assistant Resident.



Agreement entered into with the Honorable East India Company by MAHARANA VERISALJEE, *Raja of Rajpeepla, dated the 26th November* 1823.

Formerly a dispute existed regarding the right to the Gadee of my Chieftainship, on which account the two great Sirkars of Shreemunt Gaekwar Sena Khas Khel Shumsher Bahadoor, and the Honorable English Company Bahadoor, having investigated the same, decided my claim to be just, confirmed it, and delivered over to me the Chieftainship; on this account, I, of my own understanding, and free will and pleasure, subscribe to the under-written Articles of Agreement for my good behaviour.

ARTICLE I.

On the above-mentioned Chieftainship are debts due to the Gaekwar Sirkar, and others: I have not means to bear the whole of this burden, which is known to the Sirkar. But whatever order I shall receive from the Resident at Baroda, on the part of the Hon'ble Company, to adopt any plan for the liquidation of the Gaekwar debt, I will agree to, and act in conformity with the same.

Whatever proportion of the resources of the State may be fixed to defray the expenses of the State, at any time, by the advice of the Resident, and an order given upon the subject, in conformity with it I will abide. In this I will make no difference.

ARTICLE II.

A separate bond has been given regarding the annual Ghas Dana and Jumabundy, to be paid to the Gaekwar Government, according to which I will pay

the same. If, in any year, an Asmanee, or Sultanee misfortune, should really occur, then the Sirkar, out of compassion, will make a remission in the tribute of that year, according to the custom of the country.

ARTICLE III.

The Company's Sirkar has stationed in the above Chieftainship a Detachment of its Sepoys, for my protection. For the expense of the same, in whatever manner the Sirkar may direct, I will agree, and pay in conformity with the same.

ARTICLE IV.

The Bheels and Mewasees of the above Talooka shall not commit any disturbances in the districts of the Gaekwar, to the North and South of the river Nurbuda, nor in the Khaseh districts of the Honorable Company, or in their dependencies. I will keep the arrangements with them binding. In the above province, from every village, Fail Zamin Security has been taken for its good behaviour. If any village has been omitted, Security shall be taken from it, and a proper settlement be kept. If any disturbance or injury is sustained, and the same should be proved against any of the inhabitants of my province, I will answer for the same, or cause an answer to be given for it.

ARTICLE V.

I will not harbour, nor allow any one to harbour in my Talooka, Disturbers of the public peace, Mewasees, the Criminals of both Governments, and Baharwutias. I will not, nor shall any other person, associate with them.

ARTICLE VI.

I will not commit acts of aggression against any one. If any dispute arises between me and any other Talookdar or Zumeendar, I will make the same known to the Company's Sirkar, and whatever order it may give respecting it, I will abide by.

ARTICLE VII.

No one shall molest travellers passing and re-passing through the limits of my Talooka; I will take care that a proper settlement is made on this point.

ARTICLE VIII.

In the above Province reside Rajpoots and Geerasias, who possess Geeras rights upon the Company's districts in the Zillas of Broach and Surat. Regarding these, papers of agreement were taken from them by Mr. Willoughby, Assistant to the Resident. Whatever final settlement of these may be made, in conformity with the same I will cause them to abide.

ARTICLE IX.

In conformity with the order of the Company's Sirkar, OPIUM shall not be clandestinely conveyed within the limits of my Province by any mer-

chants or travellers, concealed in any other merchandize, without the seal and order of the Sirkar. I will keep a good arrangement in this respect, in my Talooka. If any OPIUM is clandestinely conveyed, I will seize it, and make the same known to the Sirkar; whatever order the Sirkar may give relating to the OPIUM arrangements, I will abide by.

In conformity with the above-written IX. Articles, I will always act, from generation to generation; if in this respect any difference arises, I will answer for the same. My Talooka is security for my acting in conformity to what is written above. What is written is true.

Small Seal of the Raja of Rajpeepla.

(True translation.)
(Signed) J. P. WILLOUGHBY,
1st Assistant Resident on Deputation.

MEMORANDUM.—This Engagement was approved by the Bombay Government on the 20th December 1823.

Engagement by the Raja of Rajpeepla against Suttee.

Translation of a Note addressed by MAHARANA VERISALJEE, *Raja of Rajpeepla, to* A. REMINGTON, *Esquire, Officiating 1st Assistant Political Commissioner for Guzerat, dated Vyshakh Shood 8th, Sumvut* 1896, *(corresponding with the 9th May* 1840, A. D.)

I have learnt the contents of your letter, on the subject of the abolition of Suttee, with much pleasure, and shall make suitable arrangements to prohibit the practice within the Districts of my State.

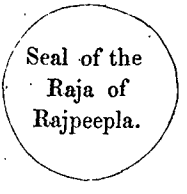
Seal of the Raja of Rajpeepla.

(True translation.)
(Signed) A. REMINGTON,
Officiating 1st Assist. Political Commissioner.

Proclamation by the Raja of Rajpeepla, against Suttee.

PROCLAMATION ISSUED BY THE RAJA OF RAJPEEPLA, DATED SHRAWUN SHOOD 8TH, SUMVUT 1898 (A. D. 13TH AUGUST 1842).

Know all Strangers, Kamdars, Desaees, Patells, Brahmins, Merchants, and all Subjects of the Rajpeepla State, that the Company's Government has prohibited any Woman of any caste from performing the rite of Suttee, and that an arrangement of that nature was made by this Government, in the month Vyshakh, Sumvut 1896, as you are all aware. But it is to be lamented that the Widow of Vishwunath Bhana, Bramin, lately became Suttee without the permission of this Government, and I therefore again acquaint you that this Government forbids the rite of Suttee, and commands you to bear in mind this order, and to conform thereto. If any Woman shall, in the face of this Proclamation, perform Suttee, her accomplices shall be punished by this Government, and no persons, therefore, must allow the act. Let every person remember and obey this order.



(True translation.)

(Signed) T. OGILVY,

2nd Assistant Political Commissioner and Resident.

SATARA.

Treaty of Friendship and Alliance with the Raja of Satara, dated the 25th September 1819.

Treaty of perpetual Friendship and Alliance between the Honorable East India Company and His Highness MAHARAJA PRUTAP SIVHU, *his heirs and successors, concluded at Satara, 25th September* 1819, *by Captain* JAMES GRANT, *Political Agent, on the part of the Honorable East India Company, and* WITHUL PUNT FURNUWIS *on the part of the Raja, by virtue of full powers from their respective Governments.*

Whereas the British Government having determined, in consideration of the antiquity of the House of His Highness the Raja of Satara, to invest him with a sovereignty, sufficient for the maintenance of his family in comfort and dignity, the following Articles have been agreed to between the said Government and His Highness.

ARTICLE I.

The British Government agrees to cede, in perpetual sovereignty, to the Raja of Satara, his heirs and successors, the Districts specified in the annexed Schedule.

ARTICLE II.

The Raja, for himself and for his heirs and successors, engages to hold the territory in subordinate co-operation with the British Government, and to be guided in all matters by the advice of the British Agent at His Highness' Court.

ARTICLE III.

The British Government charges itself with the defence of the Raja's territories, and engages to protect His Highness from all injury and aggression. The Raja, for himself and for his heirs and successors, engages to afford every facility to the purchase of supplies for such troops as may be stationed in his country, or may pass through it; and the pasture lands, now appropriated for the use of the troops, are to be permanently given up to them.

The Raja likewise, for himself and for his heirs and successors, engages to afford all the assistance in his power to the British Government, in all wars and military operations in which it may be engaged.

ARTICLE IV.

His Highness, for himself and for his heirs and successors, engages at no time to increase or diminish his military force without the previous knowledge and consent of the British Government.

ARTICLE V.

The Raja, for himself and for his heirs and successors, engages to forbear from all intercourse with foreign Powers, and with all Sirdars, Jageerdars, Chiefs, and Ministers, and all persons of whatever description, who are not, by the above Articles, rendered subject to His Highness' authority. With all the above persons His Highness, for himself and for his heirs and successors, engages to have no connection or correspondence. Any affairs that may arise with them, relating to His Highness, are to be exclusively conducted by the British Government. If (for the purpose of forming matrimonial connections for His Highness' family, or for any similar purpose) His Highness has occasion to communicate with persons not rendered subject to his authority by this Agreement, such communication is to be made entirely through the Political Agent.

This Article is a fundamental condition of the present Agreement, and any departure from it, on the Raja's part, shall subject him to the loss of all the advantages he may gain by the said Agreement.

ARTICLE VI.

The Raja shall ultimately have the entire management of the country now ceded to him, but as it is necessary, on account of the recent conquest of the country, that it should at first be governed with particular care and prudence, the administration will, for the present, remain in the hands of the British Political Agent; that Officer will, however, conduct the Government in the Raja's name, and in consultation with His Highness, and in proportion as His Highness and his Officers shall acquire experience, and evince their ability to govern the country, the British Government will gradually transfer the whole administration into their hands. He will, however, at all times attend, as above agreed, to the advice which the British Political Agent shall offer him for the good of his State, and for the maintenance of general tranquillity.

ARTICLE VII.

The possessions of the Jageerdars, within His Highness' territory, are to be under the guarantee of the British Government, which on the other hand engages to secure their performing the service which they owe to His Highness, according to established custom.

ARTICLE VIII.

All persons guilty of murder, treason, robbery, or other great offences, who may fly from the territories of the Company into those of the Raja, are to be given up to the British Government. In like manner, all criminals as above described, who may fly into the territories of the British Government, are to be given up to the Raja. For the better execution of justice, and prevention of crimes, the Raja consents that the Officers of the British Government may pursue criminals, and apprehend them in his territory.

ARTICLE IX.

The Ghauts are to be the general boundary of the Raja's territory towards the Konkan. Where no specific exception is made, those mountains are to be included within His Highness' territory.

A survey is to be undertaken as soon as convenient, to fix the frontier where the mountains run into the plain. The British Government reserves to itself the right of retaining such portions of the mountains so situated as may be necessary to make a clear frontier, or for other purposes. The British Government also reserves to itself the right of cutting timber on the Western sides of the Ghauts. The Customs, in the line of Ghauts, are to be levied by the Company, and an equivalent allowed to the Raja.

ARTICLE X.

The Hon'ble Company and the Raja agree to enter, as soon as may be convenient, on a Commercial Treaty, and in the mean time the Raja, for himself and for his heirs and successors, engages to adopt the same system, with regard to Customs, as that which may be adopted by the British Government in its adjoining territories.

ARTICLE XI.

This Treaty, consisting of XI. Articles, being this day settled and concluded, at Satara, by Captain James Grant and Withul Punt Furnuwis, Captain Grant has delivered to His Highness Maharaja Prutap Sivhu, a copy of the same in English, Murathee, and Persian, under the seal and signature of the said Captain James Grant, and His Highness Maharaja Prutap Sivhu has delivered to the said Captain James Grant another copy, also in English, Murathee, and Persian, bearing His Highness' seal and signature; and the aforesaid Captain James Grant has engaged to procure and deliver to His Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble Francis, Marquis of Hastings, K. G., one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Hon'ble Company to direct and control all their affairs in the East Indies, Commander-in-Chief of His Majesty's and the Hon'ble Company's Forces, &c., on the receipt

of which by His said Highness, this Treaty shall be deemed complete and binding on the Hon'ble East India Company, and on His Highness Raja Prutap Sivhu, and the copy now delivered to His said Highness shall be returned.

The Company's Wafer Seal.

(Signed) HASTINGS.
" JAS. STEWART.
" J. ADAM.

The Gov. General's Small Seal.

Small Seal of His Highness the Raja of Satara.

Ratified by the Governor General in Council, this 27th day of November 1819.

(Signed) C. T. METCALFE,
Secretary to Government.

Schedule of the Territory and Revenue ceded to His Highness Maharaja Prutap Sivhu, of Satara, by the I. Article of the Treaty concluded at Satara on the 25th September 1819, and to which this Schedule is annexed.*

The Frontier extends from the Krishna and Warna, on the South, to the Neera and Bheema, on the North; and from the Western Ghauts, or Syadree Hills, on the West, to the Districts of Pundhurpoor and Beejapoor, on the East, exclusive of Jageers, &c.

I. That portion of Neerthuree, in the Poona Prant, and that share of Seerwul which lies South of the Neera River.

II. The whole of the Waee Prant, including the following Turufs and Villages :—

1. Huwelee.
2. Wagholee.
3. Neemb.
4. Korégaom.
5. Satara.
6. Médhé.
7. Purlee.
8. Koodal.
9. Wundun.

III. Belonging to the Turuf of Roheerkhoré Prant Mawul :—

1. Muojé Kanowree.
2. Umul, in the Village of Hatnosee.

* This Schedule, having been ratified by the Government of Bombay on the 29th March 1826, was substituted for one which had been drawn up, subject to future amendment, shortly after the conclusion of the foregoing Treaty, which latter Schedule has, by mistake, been inserted in all subsequent compilations of Treaties published in England and India, as the one in force.

IV. The whole of Jaolee Soobah, from the line at which the Ghauts join the plain in the Konkan, and including the following 9 Turufs :—

1. Bara Mooré.
2. Sonat Solsé.
3. Tamb.
4. Atégaom.
5. Kedumb.
6. Helwak.
7. Bamnolee.
8. Kandatkhoré.
9. Jor Khoré, with the Fort of Prutapgur;

But the Forts of Wasota, Buhirowgur and Pruchitgur are to be garrisoned and held by the British Government during its pleasure, but the lands immediately attached to them, and within the line aforesaid, are to belong to the Raja.

V. The Prant Kurar, including the following Turufs and Villages :—

1. Turuf Huwelee, including Barsé.
2. Oombraz.
3. Targaon.
4. Naneghol.
5. Tarulé.
6. Murlee.
7. Patun.
8. Waroon.
9. Kolé.
10. Kuryat Ound.

VI. Belonging to the Southern Konkan, eight Villages.

(1.) *Turuf Sawurdé.*

1. Muojé Waghné.
2. „ Pathurpoonj.
3. „ Mula.
4. „ Kolun.
5. „ Nao.
6. „ Gowaré.
7. „ Dankné.
8. „ Wulwun.

(2.) *One Village, in the Turuf of Chiploon.*

1. Muzré Ghat Matha.

VII. The whole of Khutao Prant, including the Fort of Bhooshungur, and the following Turufs, viz. :—

1. Purguna Khutao.
2. Kuryat Nimsor.
3. „ Maeenee.
4. „ Lulgoon.

VIII. The Prant of Mandesh, including the following Turufs, viz. :—

1. Kuryat Mulonree.
2. Purguna Sangolé.
3. „ Brumhupooree.
4. „ Aklooj.
5. „ Bhalownee.
6. „ Vélapoor.
7. Kuryat Mhuswur.
8. Of the Kuryat of Atparee, 4 Villages.
9. Kuryat Duheegaon.
10. Kusba Dhurmpooree.
11. Purguna Nazré.
12. Purguna Kaségaon.

IX. The following Villages and Umuls in Phultun Purguna :—

1. Muojé Geervee.
2. Kusba Tatuvra, Umul Villages.
   1. Muojé Turduf.
   2. „ Dhowlé.
   3. „ Oopulvé.
   4. „ Waghoshee.
   5. „ Danowdee.
   6. „ Wakhree.
   7. Boundary land, called Dag Musinga.

X. The following Turufs and Villages, in the Prant of Beejapoor, viz. :—

1. *The following Villages and Shares, in Huwelee Beejapoor.*

Villages.

1. Kusba Beejapoor.
2. Muojé Sarwar.
3. „ Khuteejapoor.
4. „ Kunmoochnal.
5. „ Joomnal.
6. „ Rumbhapoor Ungapoor.
7. „ Boornapoor.
8. „ Kutkunhullee.
9. „ Chundapoor.
10. „ Alapoor.
11. „ Wangee.
12. „ Ueenapoor Rusoolpoor.
13. „ Khanapoor.
14. „ Goongdhuree.
15. „ Huncheenal.
16. „ Barutga.
17. „ Itungeehal.

18. Muojé Jalgeeree.
19. „ Urkeeree.
20. „ Bhootnal.
21. „ Sheernal.
22. „ Jugnal.
23. „ Mudbhavee.

Half Villages.

1. Muojé Torvee Nowruspoor
2. „ Heetunhullee.
3. „ Ootnal.
4. „ Futtepoor.

2. *Villages and Shares, in the Purguna of Moolwa*

Villages.

1. Kusba Moolwar.
2. Muojé Mulghan.
3. „ Tanshal.
4. „ Tuléwar.
5. „ Suvunhullee.
6. „ Musootee.
7. „ Kulgoorkee.

Half Villages.

1. Muojé Koorgee.

3. *Six Villages, in the Purguna of Kolhardesh.*

1. Kusba Kolhar.
2. Muojé Huludgénoor.
3. „ Heerégursungee.
4. „ Rooneehal.
5. „ Cheekgursungee.
6. „ Mootuldeenee.

4. *Purguna Bulotee.*

5. *Six Villages, in the Purguna of Seedhnath.*

1. Kusba Seedhnath.
2. Muojé Hulé Roolee.
3. „ Soolkhair.
4. „ Turulgee.
5. „ Telgee.
6. „ Cheeruldinee.

6. *Village, in the Purguna of Cheemulgé.*

1. Muojé Kowlga.

7. *Villages and Shares, in the Purguna of Hortee.*

Villages.

1. Kusba Hortee.
2. Muojé Koorloorgee.

3. Muojé Domnal.
4. „ Kuncheenal.
5. „ Muknapoor.
6. „ Boblad.
7. „ Hurulsung.
8. „ Neembul Boozoorg.
9. „ Neembul Khoord.
10. „ Kunal.
11. „ Bomunhullee.
12. „ Busnal.
13. „ Sawulsung.
14. „ Hulgoonkee.
15. „ Goondwan.
16. „ Sonkunhullee.
17. „ Koorgee.
18. „ Modusnal.
19. „ Dégeenal.
20. „ Goonkee.
21. „ Agusnal.

Half Villages.

1. Muojé Turgondee.

Umuls.

1. Muojé Kupneemburgee.
2. „ Kotnal.

8. *Villages and Shares, in the Purguna of Hulsungee.*

Villages.

1. Kusbá Hulsungee.
2. Muojé Yelgee.
3. „ Tudéwaree.
4. „ Arjoonal.
5. „ Bhyrungee.
6. „ Boodeehul.
7. „ Keroor.
8. „ Chunégaon.
9. „ Ajootgee.
10. „ Putnoor.
11. „ Bevnoor.
12. „ Chorgee.
13. „ Munukulgee.
14. „ Maeenhullee.
15. „ Murgoor.
16. „ Choudhal.
17. „ Hingnee.

18. Muojé Bargoondee.
19. „ Ueersung.
20. „ Mueelar.
21. „ Sheergoor.
22. „ Anchee.
23. „ Nundral.
24. „ Shirnal.
25. „ Lonee Khoord.

Half Villages.

1. Muojé Dhoolkhair.

Umuls in

1. Muojé Lucham.
2. „ Belolee.
3. „ Zulkee.
4. „ Lonee.

9. *Fifteen Villages, in the Purguna of Mumdapoor.*

1. Kusba Mumdapoor.
2. Muojé Belumbee.
3. „ Sootgoondee.
4. „ Déwurgénoor.
5. „ Mudgoonkee.
6. „ Hunchinal.
7. „ Korbagee.
8. „ Ségoonsee.
9. „ Déwapoor.
10. „ Arjoongee.
11. „ Katurhal.
12. „ Hokoondee.
13. „ Hulgunee.
14. „ Lingudhullee.
15. „ Kumbagee.

10. *Six Villages, in the Purguna of Goté.*

1. Muojé Bableshwur.
2. „ Needonee.
3. „ Dashal.
4. „ Dunjal.
5. „ Nagurhal.
6. „ Koomutgee.

11. *In the Purguna of Indee.*

1. Umul, in the Village of Seergoor.

12. *In the Purguna of Ooklée.*

1. Muojé Hometgee.

13. *Ten Villages, in the Purguna of Jut and Kurujgee.*

Purguna Jut.

1. Muojé Chinchalé.
2. „ Nural.
3. „ Par.

Purguna Kurujgee.

1. Muojé Ghuredee.
2. „ Bhonsé.
3. „ Rer.
4. „ Deeksul.
5. „ Hungeergé.
6. „ Wankee.
7. „ Yedrao.

14. *In the Purguna of Mungulvedha.*

1. Muojé Khoopsingee.

XI. The following Turufs and Villages, in the Prant Meeruj, viz:—

1. Kuryat Bhalownee.
2. „ Eet.
3. „ Khanapoor.
4. The Village of Benoor, in Kuryat Unjunee.

5. *In the Kuryat Isapoor the Umuls in the following Villages:—*

1. Muojé Ulte.
2. „ Andhulee.
3. „ Nimbluk.
4. „ Neemb.
5. „ Seergaon.

6. *In the Kuryat Beelowree.*

1. Muojé Doodharee.
2. Duhiaree.

Umuls, in the following Villages.

1. Muojé Tooparee.
2. „ Bambuvdé.
3. „ Ghogaon.
4. „ Doodhondee.
5. „ Takaree.
6. „ Nagral.

7. *Kuryat Kowtémahankal.*

1. Muojé Nimnee.

Umuls.

1. Muojé Kowlapoor.
2. „ Mudgoonkee.
3. „ Sheergaon.

4. Muojé Nagaon, near Nimnee.
5. „ Nagaon, near Kowté.

8. *Kuryat Ashté.*

1. Muojé Tandoolwaree.
2. „ Koondulwaree.
3. „ Dhowlee.
4. „ Sakhralé.
5. „ Eetkuré.
6. „ Malowree.
7. Umul, in the Village of Pokhurnee.

9. *In Kuryat Sanglee.*

1. Umul, in the Village of Bisoor.

10. *Huwelee Meeruj.*

Umuls, in the following Villages.

1. Muojé Bamnee.
2. „ Neeljee.
3. „ Tanug.
4. „ Tanklee.
5. „ Belwar.
6. „ Khutao.
7. „ Saolee.
8. „ Mola Koombhoz, belonging to Kusba Koombhoz.
9. „ Sawulwaree.

11. *Kuryat Tasgaon.*

1. Muojé Poondee.
2. „ Chinchnee.
3. „ Paré.
4. „ Mangrool.

12. *In Kuryat Sawurdé.*

1. Kusba Sawurdé.
2. Muoje Lodé.
3. Umul in Dorlee.

13. *Kuryat Deshing.*

1. Muojé Kurolee.

XII. The following Turufs and Villages, in the Prant Punala :—

1. Kuryat Wangee.
2. Turuf Walvé.
3. Kuryat Béz.
   1. Muojé Baonchee.
   2. Kusba Penth.
   3. Umul in Kowté Peeran.

4. Of Kuryat Wurgaon.
    1. Muojé Sheegaon.
    2. „ Korégaon.
5. Of Kuryat Kodolee.
    1. Muojé Kurunjowdé.
    2. Aeetowré Khoord.
    3. Umul in the Village of Chikoordé.
6. Of Turuf Huwelee, belonging to Kolhapoor.
    1. Muojé Koorlup.
7. Of Kuryat Tulbeer.
    1. Kusba Tulbeer.
    2. Muojé Mazgaon.
    3. „ Karowlé.
    4. „ Moondhé.
    5. „ Oorool.
    6. Umul in the Village of Wulphul.
8. Kuryat Kaségaon.

Villages.

1. Kusba Kaségaon.
2. Muojé Yedé.
3. „ Tambvé.
4. „ Shenolee.
5. „ Retre Hurnax.

Umuls.

1. Muojé Malkher.
2. „ Nurseempoor.

9. Of Kuryat Satvé.
    1. Umul in the Village of Maglé.
10. Purguna Sheerala.
11. Umul in the Kusba of Kulédhon.

XIII. The following Villages in the Prant Raeebag:—

1. Kuryat Nanduré.

Umuls.

1. Muojé Khoojegaon.
2. „ Hatnolee.
3. „ Moralé.
4. „ Benduree.
5. „ Banapoor.

2. Umul in the Village of Wariyé.

XIV. The following Villages, in the Prant Kagul:—

1. Of Kuryat Dingruz.
    1. Muojé Dongur Sonee.

Umuls.

1. Kusba Dingruz.

2. Muojé Borgaon.
2. Umul in the Village of Rajapoor.
3. Kuryat Manjuree.
1. Umul in the Village of Anklee.

XV. The following Villages, in the Purguna of Hookeree:—
1. Kuryat Doodgaon.
1. Kusba Doodgaon.

Umuls.

1. Muojé Borgaon Doopput.
2. „ Bhurkimbé.

2. Kusba Saoluz.
3. Kuryat Joogool.
1. Umul in the Village of Mungawutee.

The possessions of the Raja of Akulkot, the Punt Sucheo, the Punt Prutee-Nidhee, the Jageer of the Duflas in the Purguna of Jut, the Jageer of Jan Rao Naik Nimbalkur in the Purguna of Phultun, and the Jageer of Shaikh Mira Waeekur.

Such Villages or Umuls as belong to the Putwurdhuns within the boundaries of any of the above-mentioned Purgunas are to be continued to be possessed by them, subject to such exchanges as the British Government may see fit, and in like manner such Villages and Umuls as belong to the Raja, which may be situated within the Purgunas or Turufs belonging to the British Government or the Putwurdhuns, will be liable to such exchanges as the British Government may deem proper for the general convenience of the parties concerned.

The Raja shall have power to make such exchanges with the Raja of Akulkot, the Punt Sucheo, and the Jageerdars subject to his authority, as may be desirable to the parties concerned, for the purpose of consolidating their respective possessions, provided that such exchanges be undertaken with the immediate concurrence of the Agent of the British Government.

Ratified by the Hon'ble the Governor in Council at Bombay, this twenty-ninth day of March A. D. 1826.

(Signed) M. ELPHINSTONE.
„ F. WARDEN.
„ R. T. GOODWIN.
„ J. J. SPARROW.

By order of the Hon'ble the Governor in Council,
(Signed) WILLIAM NEWNHAM,
Chief Secretary to Government.

Articles of Agreement between the Hon'ble Company, on the one part, and His Highness the Raja of Satara on the other, regarding a cession, by His Highness, of certain lands and the village of Paur, on the Muhabuleshwur Hills, in the District of Jaolee, in exchange for the village of Khundala, in the District of Waee. Dated the 16th May 1829.

ARTICLE I.

The Hon'ble Company's Government, considering it an object of great importance to establish a Convalescent Depôt at Malcolm Peth, situated on the hills contiguous to, and South of the village of Muhabuleshwur, in the District of Jaolee; and it being necessary that a tract of ground should be ceded for that purpose, both in reference to the expense which must be incurred by the British Government in forming such an establishment, as well as to induce others to make such outlays on account of buildings as will render the advantages arising from the climate generally accessible to all who may be desirous of availing themselves thereof; and also for the more effectual control and government of the settlement, His Highness the Raja of Satara hereby makes over, in full sovereignty, and in perpetuity, to the Hon'ble Company, the lands adjoining the said Peth or mart called "Malcolm Peth," which are contained within the red line in the map or plan, and the measurement and bearings of which are particularized in the Schedule,* both of which documents are annexed to this Agreement, and the latter of which is denominated a "Statement of "measurement of the boundary of the tract attached to Malcolm Peth, and the "Convalescent Station on the Muhabuleshwur Hills," the whole tract comprising a space of about 3 square miles, 10 square furlongs, the circumference thereof being about 15 miles.

ARTICLE II.

His Highness further cedes, for the same purposes, and in order to preclude the likelihood of disputes and misunderstandings between His Highness' Officers and those of the Hon'ble Company, the Peth and lands of the village of Paur, with the exception of the Fort of Prutapgur and its established lands; and also such part of the road leading from the boundary of the cession specified in the preceding Article to the top of the Paur Ghaut, as may not be within the limits of the village of Paur, and a space of two hundred yards, (English,) on each side thereof.

ARTICLE III.

For the better defining of the lands, as well as the line of two hundred yards on each side of the road (as specified in the II. Article), now ceded

* NOTE.—This Schedule being merely a statement of the measurement of the boundaries of this cession, is not included in this compilation.

by His Highness to the Hon'ble Company, landmarks will hereafter be put up, with the mutual consent of the contracting parties.

ARTICLE IV.

In exchange for the above cessions, and in consideration of His Highness' finishing the road now making to the Paur Ghaut, the Hon'ble Company hereby cedes, in full sovereignty and in perpetuity, to His Highness the Raja of Satara, the Village of Khundala, situated at the bottom of the Kamatkee Ghaut, in the district of Waee, with all the lands, revenues, and rights of the Hon'ble Company in the same.

ARTICLE V.

The Hon'ble Company engages to levy no Duties on the sale or transit of commerce on the line of road or in the tract of the country now ceded, with the exception of the Bazar Duties, which now are, and have always been levied in the Peth or village of Paur, and His Highness agrees to remove, from the top of the Paur Ghaut, his station for collecting Duties; establishing the same at such place or places within his own limits, on the interior of the tract now ceded, as may be most convenient.

Dated Malcolm Peth, 16th May 1829.

(True translation.)

(Signed) A. ROBERTSON,
Resident.

(Signed) JOHN MALCOLM.
" THOMAS BRADFORD.
" JOHN ROMER.
" WILLIAM NEWNHAM.

MEMORANDUM.—This arrangement was approved and confirmed by the Bombay Government on the 9th October 1829.

Treaty with the Raja of Satara, dated the 4th September 1839.

Treaty between the Honorable East India Company and His Highness Shreemunt Maharaj Shahajee Raja Chutruputee, of Satara, concluded at Satara on the 4th September 1839, *by Lieutenant Colonel* OVANS, *Resident at Satara, on the part of the Honorable East India Company, and by* ESHWUNT RAO TRIMBUK *on the part of Shahajee Raja Chutruputee, by virtue of full powers from their respective Governments.*

ARTICLE I.

All articles of the Treaty of Satara, dated the 25th of September 1819, which are not abrogated or modified by the present supplemental Treaty, are hereby confirmed.

ARTICLE II.

It is hereby explicitly declared, that the Raja has no present or prospective title or claim to any territory situated beyond the boundaries of the Satara State, as the same are laid down in the Schedule, dated the 29th March 1826, annexed to the aforesaid Treaty, as follows:—"The frontier extends from the Krishna and Warna, on the South, to the Neera and Bheema, on the North, and from the Western Ghauts or Syadree Hills, on the West, to the districts of Pundhurpoor and Beejapoor, on the East."

ARTICLE III.

In modification of Article VII. of the aforesaid Treaty, and to obviate future disputes, the Jageerdars herein named, viz.,

1. The Raja of Akulkot,
2. The Punt Sucheo,
3. The Punt Prutee Nidhee,
4. The Dufla,
5. The Nimbalkur,
6. Shaikh Mira Waeekur,

are placed under the direct management and control of the British Government, their contingents and pecuniary payments, on the scale fixed in the time of Captain Grant, being reserved to the Raja.

ARTICLE IV.

The Raja binds himself to pay through the British Government, from the Satara revenues, such annual allowance as may be considered proper by the British Government for the maintenance and support of his brother, Maharaj Prutap Sivhu, the late Raja, and his family.

This supplemental Treaty, consisting of IV. Articles, being this day, the 4th of September 1839, settled and concluded at Satara, to be binding and permanent, when ratified by the Right Hon'ble Lord Auckland, Governor General of India.

(Signed) C. OVANS,
Resident at Satara.

Large Seal of His Highness the Raja of Satara.

Ratified, and confirmed by the Right Hon'ble the Governor General of India, at Simla, this 24th day of October, in the year of our Lord, One thousand, eight hundred, and thirty-nine.

(Signed) AUCKLAND.

Proclamation against Suttee, issued by the Raja of Satara on the 23rd September 1839.

PROCLAMATION BY THE SIRKAR SHREEMUNT MAHARAJ RAJESHREE CHUTRUPUTEE RAJMUNDUL.

It is hereby commanded from the Hoozoor, for the information of all the people of the Satara Ilaka, that in the same manner as the practice of performing Suttee has been prohibited within the territories of the British Government, it is hereby prohibited within the territory of this Sirkar, including the country of the Jageerdars and Inamdars. Every one is therefore required to conform to this Proclamation from the 1st of October 1839. Whoever may disobey this order of the Sirkar shall be punished. This Proclamation is issued that this may be known to all. Know this.

Dated this 14th of Rujub Soor Sun Arbyne Mya Tyne Wu Uluf (corresponding with the 23rd of September 1839).

(True translation.)

(Signed) C. OVANS,
Resident, Satara.

Proclamation issued by the Raja of Satara on the 23rd September 1839, *abolishing the levy of Transit Duties in the Satara Districts.*

Proclamation by Sirkar Shreemunt Maharaj Rajeshree Chutruputee Rajmundul.

It is hereby commanded from the Hoozoor, for the information of all the people of the Satara Ilaka, that in the same manner as the Transit Duties, with the exception of the Thulmor and Thulbhurit (Town Duties), have been abolished within the British territories, the Sirkar abolishes, from the 1st of October 1839, the Transit Duties within the country of this Sirkar, including the country of the Jageerdars and Inamdars. It is therefore required that no one shall levy any Transit Duties. Whoever may collect them shall be visited with punishment by the Sirkar. This Proclamation is issued that this may be known to all. Know this.

Dated this 14th of Rujub Soor Sun Arbyne Mya Tyne Wu Uluf (corresponding with the 23rd of September 1839).

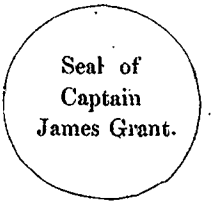
(True translation.)

(Signed) C. OVANS,
Resident, Satara.

SATARA JAGEERDARS.

THE RAJA OF AKULKOT.

Agreement between the Honorable East India Company and the Raja of Akulkot, dated the 3rd July 1820.



Terms fixed by Captain JAMES GRANT, *on the part of the Hon'ble Company, for* RAO SAHEB MEHERBAN FUTTEH SING RAJEY BHONSLAY AKULKOTKUR. *The Jageers, &c. held by you have come into the possession of the British Government, along with the rest of the country; in consideration, however, of the antiquity and respectability of your family, whatever was held by you up to the war is, with the exception of the Mogulaee Umuls, not appertaining to the villages at present held by you, graciously restored to you by Government. As your Jageer, &c. come within the limits of the territory of His Highness the Raja Chutruputee of Satara, according to the Treaty, you are to be considered a Jageerdar of His Highness' Government. The following Articles are therefore agreed upon between you and the British Government:—*

ARTICLE I.

Purguna Akulkot, and other Districts and Umuls held by you up to the war, with the exception of the Mogulaee Umuls not appertaining to the villages at present held by you, are now restored to you and confirmed. During the Government of the Peshwa you had to furnish a body of Horse, but as you have been deprived of the Mogulaee Umuls, and as the Jageer territory is in a bad state, and as you should have enough for your own maintenance and for the expense of the Contingent of Horse, to be kept in a complete state of equipment, and in readiness to serve at all times of the year, Government have dispensed with the former number, and fixed the contingent at 100 Horse, which must be constantly in the service of His Highness' Government.

ARTICLE II.

The horses and men forming the Contingent are to be good. The horses, of the value of from 300 to 400 Rupees, to be always present in the service of His Highness, and to proceed without delay or remonstrance wherever their services may be required. They are to be mustered whenever so ordered,

and should there be any deficiency in the number, such deficiency must be made good at the annual rate of 300 Rupees each horse, to be calculated from the period of the former muster; but previous to enforcing the demand, a representation of the circumstances will be made by His Highness' Government to the Agent of the British Government, and his concurrence obtained.

ARTICLE III.

In the event of the Contingent being employed in war under a requisition from the British Government, and should any men or horses in consequence be killed or wounded, it is to be clearly understood that nothing in the way of equivalent shall be paid by the Government of His Highness; risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE IV.

The whole expense of managing the Jageer is to be defrayed without reference to what is incurred by keeping up the Horse. As the territories of the British Government and of His Highness adjoin the Jageer, it is therefore determined that in the event of any disturbance taking place in them, on the requisition of the Mamledars of either Government, aid shall be furnished by a ready co-operation with all the disposable Police of the Jageer.

ARTICLE V.

Whatever villages, wutuns, &c. were held by you up to the war, within the territories of the British Government or of His Highness, shall, with the exception of the Mogulaee Umuls not appertaining to the villages now held by you, be continued, and whatever items of revenue belonging to His Highness' Government may be within the Jageer, shall be continued to be paid. All Doomala villages and lands, Wurshasun, Dhurmadaos, Dewustans, Rozindars, Khyrat, Nemnooks, &c. and Jageer and Karkoonee held by Durukdars, within your Mahals, must be continued on the same tenure as hitherto; grants under Government title deeds are to be continued, notwithstanding the temporary interruption in regard to them; care must be taken that no cause of complaint may be brought forward in such points. In case any of the persons holding the above-mentioned rights shall behave improperly, or die without heirs, it will be necessary to acquaint the Agent of the British Government, who will intimate to His Highness' Government what course is to be pursued either in respect to the punishment or resumption, when His Highness' Government will adopt necessary measures. Should Zumindars raise any disturbance against you, or commit any offence against the public peace, or should any one die without heirs, you will resume the Wutun as may seem expedient, and report the same to Government, when His Highness' Government, with the advice of the Agent of the British Government, will send orders, which must be conformed to.

ARTICLE VI.

The inhabitants of the Jageer territory must be protected, justice properly dispensed, and a good Police upheld, to detect thefts, murder, or disturbance,

and suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the Government of His Highness, with the advice of the Agent of the British Government, having investigated the matter, will decide on such subjects, and their decisions must be attended to; and further, should such decisions not be attended to, so that the country fall into a state of misgovernment, and robberies and other crimes become of very frequent occurrence, in such an event, whatever may appear to be the most proper measures, shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness' Government.

ARTICLE VII.

Family dispute about your respective shares of property, which arose between you and Tooljajee Raja Bhonslay, was settled in the time of Bajee Rao, and Deeds of Division were given by each of you. Agreeably to the same Deeds, arrangements are made by the British Government; both of you should therefore abide by them.

ARTICLE VIII.

Without orders from Government, no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the Government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE IX.

With the exception of persons under the Government of His Highness, no intercourse or communication by letter is to be entered into with such parties as Bajee Rao Saheb or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance, by joining the troops of any one, to be given. This Article forms the basis of the present Agreement, and should what is written above be departed from, the Jageer will not be continued.

ARTICLE X.

All persons having committed crimes within the Jageer country, who may take shelter in the territories of the British Government or His Highness, shall be delivered over to you, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the Government of His Highness, as the case may be; and, in like manner, all criminals from the territories of the British Government or of His Highness, shall be apprehended and delivered up by you to their respective Governments; and assistance must be rendered to people of either Government who may be sent for the apprehension of such offenders.

ARTICLE XI.

Whilst you shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, your Jageer shall be continued without any interruption from His Highness' Government. On this point the British Government is your guarantee.

ARTICLE XII.

All titles and forms of respect hitherto enjoyed by you shall be continued by the Agent of the British Government and His Highness' Government: all requests on the part of the Jageerdar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be acceded to.

ARTICLE XIII.

As the Jageer Districts adjoin the territory of His Highness, and it may be necessary to effect exchanges of items of revenue or land, for the purpose either of defining the boundary, or for Police arrangements, therefore, on a representation from the Government of His Highness, the Agent of the British Government will arrange such exchanges as may be necesssary, provided they are not injurious to the interests of the Jageerdar, and such exchanges must be made accordingly.

The above XIII. Articles must be observed.

Dated 3rd July, A. D. 1820 *(corresponding with 21st Rumzan Ihidé Ushreen Mya Wu Uluf).*

(Signed) JAMES GRANT. (L. S.)

THE PUNT SUCHEO.

Agreement between the Honorable East India Company and the Punt Sucheo, dated the 22nd April 1820.

Seal of Captain Grant.

Terms fixed by Captain JAMES GRANT, *Saheb Bahadoor, on the part of the Hon'ble Company Bahadoor, with* RAO SAHIB MOOSHFUK MEHERBAN CHIMNAJEE PUNDIT SUCHEO. *The possessions of the Punt Sucheo came under the British Government along with the rest of the country; but the antiquity and*

respectability of the family having been duly considered, the British Government have freely bestowed and made over to him the whole of his possessions, as formerly held up to the war, with the exception of his possessions within the territory of the Nizam. The Districts of the Punt being within the limits of the territory made over by Treaty to His Highness the Raja of Satara, the Punt, therefore, is placed under the Government of His Highness. The British Government is the guarantee, and the terms are fixed as follows :—

ARTICLE I.

That the inhabitants of the country under the Punt Sucheo may be protected, justice must be properly administered, and a proper Police established for the prevention and detection of thieves and robbers, but if this is not attended to, and people are obliged to bring forward complaints in consequence of the want of Police and justice, in that case, whatever orders may be given on the subject by His Highness' Government, with the advice of the Agent of the British Government, must be carried into effect.

ARTICLE II.

An effective Police must be established in the country of the Punt Sucheo, sufficient to prevent any inhabitants of his Districts from committing robberies within the territories of the British Government or of His Highness, and whenever stolen property may be pointed out within the country of the Punt, or thieves traced into it, both the property and the thief must be delivered over to whichever of the Governments may demand them, and assistance must be afforded to Officers of either Government who may be sent for the apprehension of criminals and offenders. In the event of a failure in these respects taking place, all arrangements made by the Government of His Highness, at the recommendation of the Agent of the British Government, must be carried into effect.

ARTICLE III.

Excepting those under the Government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Saheb, or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one whatever. This Article forms the basis of the Agreement, and if it is departed from, all advantages appertaining to the Punt, by virtue of the present Agreement, shall be forfeited.

ARTICLE IV.

Without the knowledge and permission of Government, no extra troops are to be levied, or war entered upon with any one. In all domestic disputes about relationship and such like, no appeal to arms will be permitted, but information is to be sent to the Agent of the British Government, who will communicate with the Government of His Highness, and the decision given in consequence must be attended to.

ARTICLE V.

In the event of disputes occurring, relative to items of revenue which belong to the Punt Sucheo, in the countries of the Putwurdhuns and others, intelligence must be given to the Agent of the British Government, after which proper arrangements will be made, but no separate communication by letter is ever to be made.

ARTICLE VI.

As the country of the Punt Sucheo is surrounded by the territories of the British Government and of His Highness, it may be necessary to make exchanges on account of Police arrangements, or for the defining of boundaries, therefore such exchanges shall take place, provided they are not injurious to the Punt.

ARTICLE VII.

A yearly payment of ten thousand Rupees was made by the Punt Sucheo to the Government of the Peshwa, as an allowance for Elephants, but the Village of Sonapoor having been taken by the Peshwa's Government, and which, at present, is in the possession of the British Government, therefore a deduction of one thousand Rupees is allowed, and the annual payment fixed at nine thousand Rupees to the Government of His Highness, as follows :—

A payment of 2,000 Rupees annually made by the Punt Prutee Nidhee to the Punt Sucheo, is now transferred to His Highness.....	Rs.	2000	0	0
Amount, Inam payments from the Hoozoor Mamla of Kurar, formerly paid to the Punt, and now transferred to His Highness.....	„	1000	0	0
A cash payment to be made yearly by the Punt to His Highness' Government, or items of Revenue or Villages to be made over to the Government of His Highness, as may be arranged by the Agent of the British Government to the amount of	„	6000	0	0
	Total Rs.	9000	0	0

ARTICLE VIII.

All Doomala, Dhurmadao, Inams, Wurshashun, Dewustan, Rozindar, Nemnook, Duruk, and such like allowances, which at present exist within the territory of the Punt, must be continued to their holders: there must be no occasion for complaints on these points.

ARTICLE IX.

As the country of the Punt is surrounded by the territories of the British Government and of His Highness, it is therefore required that in the event of disturbances taking place, every assistance be given, on the requisition of the Mamlutdars of either of the Governments.

ARTICLE X.

At the annual festival of the Dusura, the Punt Sucheo must always appear in person under the Government of His Highness. All titles and honors hitherto enjoyed by the Punt Sucheo shall be continued.

In all X. Articles, which must not be departed from.

Dated the 22nd April 1820 *(corresponding with the 8th Rujub Soor Sun Ushreen Mya Tyne Wu Uluf, or Arabic year* 1220), *at Satara.*

(Signed) JAMES GRANT.

(True translation.)

(Signed) HENRY ADAMS.

THE PUNT SUCHEO.

Agreement for an interchange of Territory between the Honorable East India Company and the Punt Sucheo, of Satara, dated the 12th April 1830, *with Schedule annexed.*

ARTICLE I.

Whereas a mutual interchange of territory between the British Government and the Punt Sucheo has been agreed upon, according to the Jumabundee of the year Soorsun Summun Ushreen Mya Tyne Wu Uluf (A. D. 1827-28), after the deductions of Purbhara and Itlak, (alienations, pensions, &c. &c.) and Tota Khurch, (the amount which cannot be realized,) to have effect from the 1st of May 1829: and on the 13th* of November 1829 a Memorandum was prepared of the country to be transferred, in which certain items remained for adjustment. The following settlement has therefore been determined on.

* This should be the 12th November 1829.

Amount of revenue of the country transferred by the British Government to the Punt Sucheo, as by the Memorandum of the 13th November 1829 ..... Rs. 32,556 2 83

Deduct

The produce of the jungle toddy trees (Raeemar) of the following villages, which have been retained by the Honorable Company,					
	No. of Raees.				
Muojé Wangnee	1				
„ Sookelee	1				
„ Rabgaon	2				
„ Wasgaon	3				
„ Pigondé	1				
	8	Rs.	45	2	0
The tax from persons fishing in the Tam Doho, situated within the boundaries of Muojé Tamsolee, of the Nagotna Turuf, which is retained by the Hon'ble Company, and was erroneously included in the Mohuturfa of Mamlé Palee		„	35	0	0
The proportion of the value of the honey produced on the Raees mentioned above.		„	3	0	0
The Transit Duties and those on salt, at the Naka of Oomurkhind, which has been retained by the Honorable Company, and was erroneously included in the former Memorandum		„	132	3	74
					216 1 74
Total transferred by the Honorable Company to the Punt Sucheo					32,340 1 09
Transferred in lieu of revenue belonging to the Punt's Jageer			29,317	3	05
Ditto ditto belonging to the Punt, on account of Sahotra and Mokasa.					
Muojé Jhamp	1,119 1 22				
„ Waololee	736 3 26				
„ Targaon	124 2 44				
„ Rasul	1,041 3 12				
			3,022	2	04
					32,340 1 09

Amount of revenue transferred by the Punt Sucheo to the Honorable Company, as by the Memorandum of the 13th November 1829			32,522 0 42
Amount to be added to the Punt's revenue of the 12 villages of the Shee Mahal, retained by the Honorable Company, in consequence of a mistake in the Koolkurnees' accounts			280 1 34
Amount to be added, in consequence of the alienations from the Punt's revenue in the Nagotna Turuf having been erroneously twice deducted			187 1 11
Amount awarded to the Punt Sucheo in lieu of all claims, in consequence of certain items which have been disallowed.			51 0 98
Deduct			
Turuf Nagotna.			
Amount overcharged in the Punt's accounts, in the price of batty straw	Rs. 131 3 94		
Do. do. in the tax on milch cattle	37 2 06		
Do. do. in the quaternal receipts from the Zumeendars of Turuf Nagotna	118 1 96		
	287 3 96		
Overcharge in the receipts from the Zumeendars of Turuf Ashtumee	12 2 80		
			300 2 76
Total transferred by the Punt Sucheo to the Honorable Company			32,740 1 09
Revenue belonging to the Punt's Jageer	29,723 3 40		
Revenue derived from the Sahotra and Mokasa.			
Sahotra Rs.	1,329 0 01		
Mokasa	1,687 1 68		
	3,016 1 69		
			32,740 1 09

ABSTRACT.

Transferred by the Honorable Company to the Punt Sucheo	32,340 1 09
Do. by the Punt Sucheo to the Honorable Company	32,740 1 09
Balance in favor of the Punt Sucheo, to be paid annually in cash	400 0 0

ARTICLE II.

The country producing revenue to the above amount of Rupees 32,340-1-09 has thus been transferred, in full sovereignty, by the Honorable Company to the Punt Sucheo, in lieu of revenue belonging to that Chieftain, amounting, as

above, to Rupees 32,740-1-09 ; and the balance, Rupees 400, is to be paid annually, in cash, to the Punt.

Settled on the part of the Honorable Company by L. R. Reid, Esquire, Principal Collector and Magistrate of the Konkun, and on that of the Punt by his Vukeels, Ragho Apajee Mokuddum and Pandoorung Gungadhur Gunpoolé, and signed this 18th of Shuwal, the 5th of Chytru Vud, Shuke 1752 (the 12th of April 1830).

(Signed) L. R. Reid,
Principal Collector.
Ragho Apajée Mokuddum,
Pandoorung Gungadhur Gunpoolé.

(True translation.)
(Signed) L. R. Reid,
Principal Collector.

Paper containing the particulars of the Transfer of Territory alluded to in Article I. of the above Agreement.

Schedule of Villages of Turufs Palee and Shee Mahal, in which the Honorable Company's rights have been made over to the Punt Sucheo, in entire Sovereignty.

MAMLE' PALEE.

1. The Kusba or Town of Palee.

Turuf Huwelee.

2. Muojé Oodhur.
3. „ Targaon.
4. „ Pursuré.
5. „ Khandpolee.
6. „ Bhymo.
7. „ Wawé.
8. „ Rasul.
9. „ Ambuolé.
10. „ Daporé.
11. „ Waghosee.

Turuf Asré Adharné.

12. Muojé Ghotuoré.
13. „ Wawé.
14. „ Wasondé.
15. „ Mangaon Boozoorg.
16. „ Mangaon Khoord.
17. Muzré Sawe.
18. „ Bheleew.
19. „ Phulian.

Turuf Antoné.

20. Muojé Jhamp.

21. Muojé Wawlolee.
22. „ Boorinbalee.

TURUF SHEE MAHAL.

Turuf Asré Adharné.

1. Muojé Kondgaon.
2. „ Ambégaon.
3. „ Wanrosee.
4. Muzré Nuogur.
5. Muojé Kanhiwlee.
6. „ Tiwree.
7. „ Perulee.
8. „ Kansul.
9. Kusba Asré.
10. Muojé Moolshee.
11. „ Kulumb.
12. „ Hurneree.
13. „ Kistwur.
14. Muzré Heduolee.
15. Muojé Wurar.
16. „ Kurchondé.
17. „ Nauvsé.
18. „ Purgholee.
19. „ Amnoree.
20. „ Duhïgaon.
21. „ Gondao.
22. „ Chindurgaon.
23. „ Hatond.
24. „ Mahagaon.
25. „ Purlee (Inam).
26. „ Dhokshet.
27. Muzré Dondiwlee.

Turuf Antoné.

28. Muojé Kursamlé.
29. „ Nenualee.
30. „ Pimplolee.
31. „ Nagavé.
32. „ Nagshet.
33. Kusba Antoné.
34. Muojé Kulenbosee.
35. „ Bulké.
36. „ Chinchaolee.
37. „ Kandulé.
38. „ Gondulé.
39. „ Googoolwara.

40. Muojé Nandgaon.
41. „ Gomasee.
42. „ Potluj Khoord.
43. „ Potluj Boozoorg.
44. „ Adoolsé.
45. „ Bharjé (Inam).
46. „ Ambuolee.
47. „ Amtuonee.
48. „ Sidheshwur Khoord.
49. „ Sidheshwur Boozoorg.
50. „ Pooee.
51. „ Khendsnee.
52. „ Narsoor.

Turuf Huwelee.

53. Muojé Oosalé.
54. „ Chivé.
55. Muzré Jampoolbara.
56. „ Bhilparā.
57. Muojé Aondhé.
58. „ Koombhargur.
59. „ Kuvelee.
60. „ Wafegur.
61. „ Virsnee.
62. „ Kurunjgur.
63. „ Khuolee (Inam).
64. „ Murhalee.

ABSTRACT.

MAMLE' PALEE.....	Villages	22
TURUF SHEE MAHAL.....	„	64
		86

(Signed) L. R. REID,
Collector.

Southern Konkun, Collector's Office,
12*th November* 1829.

Schedule of Villages of Mamlé Palee and Turuf Shee Mahal, retained by the Honorable Company.

MAMLE' PALEE.

Turuf Huwelee.

1. Muojé Shilosee.
2. „ Rabgaon.
3. „ Bulhap.
4. „ Chikulgaon.

5. Muojé Oonere Boozoorg.
6. „ Oonere Khoord.
7. „ Pilosree.
8. „ Khoombharshet (Inam).

Turuf Asré Adharné.

9. Muojé Oomré.
10. „ Chawunee.
11. „ Tooksnee.
12. „ Doorshet.
13. „ Néré.

TURUF SHEE MAHAL.

Turuf Huwelee.

1. Muojé Wuzrolee.
2. „ Pimplolee.

Turuf Asré Adharné.

3. Muojé Shené.
4. „ Virané.
5. „ Nanégaon.
6. „ Adharné.
7. „ Hetuoné.
8. „ Tilheré.
9. „ Wurnoné.

Turuf Antoné.

10. Muojé Erul.
11. Muzré Kamthé.
12. „ Dhugurwaree.

ABSTRACT.

MAMLE' PALEE.....	Villages	13
TURUF SHEE MAHAL.....	„	12
		25

(Signed) L. R. REID,
Collector.

Southern Konkun, Collector's Office,
12*th November* 1829.

Statement of the amount of Revenue mutually transferred between the British Government and the Punt Sucheo, framed according to the accounts of the year A. D. 1827-28 (Soor Sun Summan Ushreen Mya Tyne Wu Uluf).

Made over by the Honorable Company to the Punt Sucheo, in full sovereignty, 22 Villages of Mamlé Palee.	11,553	1	65
The Company's share of 64 Villages of Turuf Shee Mahal.	15,854	3	89
Land Customs, including Transit Duties on Salt, within the above tract	5,148	1	29
Rupees	32,556	2	83

Made over by the Punt Sucheo to the Hon'ble Company :—			
The Punt's share of the Revenue in Turuf Nagotna... Rs.	18,375	2	52
The same in Turuf Ushtumee	13,122	3	22
The same in 12 Villages, in Turuf Shee Mahal	1,023	2	68
Rupees	32,522	0	42
Balance in favor of the British Government.. Rupees	34	2	41

Southern Konkun, Collector's Office,
12th November 1829.

(Signed) L. R. Reid,
Collector.

THE PUNT SUCHEO.

Agreement between the Hon'ble East India Company and the Punt Sucheo, dated the 3rd February 1839.

The late Punt Sucheo Rughoonath Rao, having on his death-bed adopted the son of his half brother, Ramjee Appa, as his heir, which adoption, after a full consideration of the case, the Right Hon'ble the Governor General of India has been pleased to recognize, and orders having been received to this effect from the Hon'ble the Governor in Council of Bombay, as well as that the present heir, Chimnajee Rughoonath, being of tender years; a Karbharee should be appointed to manage the affairs of the Jageer, a communication was transmitted to Bhore on this subject, and in accordance with this communication, Damodur Moreshwur, Venkajee Rungnath, and Sudasheo Khundérao, having waited on the Resident, with full powers to make the arrangements pointed out by Government, the following Articles are hereby agreed to by the undersigned, on the part of Chimnajee Rughoonath Punt Sucheo :—

Article I.

By the I. and II. Articles of the Treaty* between the British Government and the Punt Sucheo, under date the 22nd April 1820, the Punt is bound to provide for the establishment, in his Jageer, of a good Police, as also, that whenever stolen property may be pointed out within the country of the Punt, or thieves traced into it, both the property and the thief must be delivered over to whichever of the Governments may demand them, and assistance must be

* Vide pages 617 ad 620.

afforded to the Officers of either Government who may be sent for the apprehension of criminals and offenders. In elucidation of this Article it is now also agreed, that the Punt fully recognizes the right of the Officers of the British Government to enter his territory in pursuit of offenders and stolen property, that he will aid these Officers, to the utmost of his ability, in the performance of this duty, and that all such offenders and stolen property will be given up, without demur, to the British Government. All such evidence, &c. also as may be required for the trial of British subjects before British Courts, for crimes committed in the Punt's country, are immediately to be forwarded, as pointed out by the British authorities.

ARTICLE II.

It is also hereby understood and agreed to by the Punt, that the entire jurisdiction, Civil and Criminal, of the village of Payet, of the Poona Zilla, and of the Kusba of Neeghoz, of the Ahmednuggur Zilla, shall be ceded to the British Government. These two villages being surrounded by the Company's territory, and quite detached from that of the Punt Sucheo, justice will henceforward be administered according to the Rules and Regulations in force in the British territory.

ARTICLE III.

Whereas, for the promotion of trade and commerce, the British Government has abolished all Transit Duties, the Punt Sucheo, with the same object, consents to abolish those levies within his territories. The Punt also hereby agrees to adopt the same system as may be adopted by the British Government with respect to the compensation to be granted to all parties possessing Huks on the Duties to be abolished by this Article.

ARTICLE IV.

It is also understood and agreed to, that the settlement made by the late Rughoonath Rao Punt Sucheo with the Bankers, for the payment of the debts of the Estate, is to be strictly adhered to, and that no further debt is to be contracted on any account whatever without the sanction of the British Government.

ARTICLE V.

It is also understood and agreed to, that the annual allowances of Radha Baee and Bhuwanee Baee, the grandmother and mother of the late Punt Sucheo, are to be duly paid, in the same manner as during the life-time of Rughoonath Rao.

ARTICLE VI.

It is also hereby declared and agreed to by the Punt Sucheo, that the Company's Rupee shall be the current coin within the Punt's territory, in the same manner as in the Company's country.

ARTICLE VII.

The undersigned, having been named by Gunga Baee Sucheo as Karbharees for the management of the Estate, they hereby agree that they will faithfully

and honestly discharge their duty, so as to give satisfaction to the British Government, to the Punt, and inhabitants at large: yearly accounts of the receipts and disbursements of the Jageer are also to be rendered. And it is clearly understood that these Karbharees may be removed or changed, as Government may deem expedient.

ARTICLE VIII.

Finally, it is understood, that the above Agreement refers to the territory of the Punt Sucheo within British jurisdiction.

In all, the VIII. Articles as set forth, are agreed to.

Soor Sun Tissa Sullaseen Mya Tyne Wu Uluf, the 17th of Zilkad (the 3rd of February 1839).

1. (Signed) DAMODUR MORESHWUR GANDEKUR, in my own hand-writing.
1. (Signed) VENKAJEE RUNGNATH, in my own hand-writing.
1. (Signed) SUDASHEO KHUNDE'RAO, in my own hand-writing.

MEMORANDUM.—This Agreement was approved and confirmed by the Bombay Government on the 16th February 1839, and by the Right Honorable the Governor General of India on the 8th April following.

THE PUNT PRUTEE-NIDHEE.

Agreement between the Honorable East India Company and the Punt Prutee-Nidhee, of Satara, dated the 22nd April 1820.

Seal of Captain J. Grant.

Terms fixed by Captain JAMES GRANT, *Saheb Bahadoor, on the part of the Honorable Company, for* RAO SAHEB MOOSHFUK MEHERBAN PURUSHRAM PUNDIT PRUTEE-NIDHEE.

The possessions of the Punt Prutee-Nidhee came into the possession of the British Government, along with the rest of the country; but, in consideration of the antiquity and respectability of the family, they have been freely restored,

in the same manner as they were held up to the period of the war. But as the greater part of the country of the Prutee-Nidhee is within the limits of the territory made over by Treaty to His Highness the Raja of Satara, the Prutee-Nidhee therefore is placed under the Government of His Highness.

The British Government is the guarantee, and the terms fixed are as follows :—

ARTICLE I.

That the inhabitants of the country under the Prutee-Nidhee may be protected, justice must be properly administered, and a Police established for the prevention and detection of thieves and robbers : Should justice not be honestly dispensed, and thefts and robberies, from the inefficiency of the Police, become so frequent that people may be obliged to complain, in the event of such being the case, the Government of His Highness will, with the advice and assistance of the Agent of the British Government, issue directions on the subject, which must be attended to.

ARTICLE II.

An efficient Police must be established, so that no inhabitants of the country under the Punt Prutee-Nidhee may commit thefts or robberies within the territories of the British Government or of His Highness. Should, at any time, stolen property be found, or thefts traced by Mag within the country of the Punt Prutee-Nidhee, the thief and stolen property must be made over to whichever Government may demand them. People of either Government, who may enter the country of the Prutee-Nidhee, for the purpose of apprehending criminals and other offenders, must have every assistance given to them. If this is not attended to, then, whatever appears to be the proper measures, shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness' Government.

ARTICLE III.

Excepting those under the Government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Saheb, or other Princes, Chieftains, Commanders, and others, nor is it permitted to give aid or assistance to any one. This Article is the basis of the present Agreement, and a departure from it will occasion the forfeiture of all advantages possessed by virtue of this Agreement.

ARTICLE IV.

Without the knowledge and orders of Government, no extra troops are to be entertained, or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms can be permitted, but information must be sent to the Agent of the British Government, who will represent the affair to the Government of His Highness, and such decisions as, with his advice, shall be given, must be reckoned binding.

ARTICLE V.

In the event of disputes taking place, regarding items of revenue possessed by the Prutee-Nidhee within the Districts of the Putwurdhun or others, information of the particulars must be sent to the Agent of the British Government, when a settlement will take place in consequence, but no separate communication is to be made.

ARTICLE VI.

As the country of the Prutee-Nidhee adjoins the territories of the British Government and of His Highness, it may be necessary to make exchanges, for the purpose of correctly defining the boundary, or on account of Police arrangements, but such exchanges shall be made in a manner not injurious to the interests of the Punt.

ARTICLE VII.

The sum of two thousand Rupees (Rs. 2,000), formerly paid yearly by the Prutee-Nidhee to the Punt Sucheo, has been made over by him to the Government of His Highness, to whom it must, accordingly, be paid annually.

ARTICLE VIII.

All allowances in the country of the Prutee-Nidhee, such as Doomala, Dhurmadao, Inams, Wurshasuns, Dewustan, Rozindar, Nemnook, Duruk, and others of the like kind, must be continued as they at present exist. There ought to be no complaints on this head.

ARTICLE IX.

As the British territories and those of His Highness adjoin the country of the Prutee-Nidhee, it is necessary that in all cases of disturbance occurring in them, assistance shall be rendered, on the requisition of the Mamlutdars of either Government.

ARTICLE X.

The Punt Prutee-Nidhee must appear in personal attendance on His Highness yearly, at the festival of the Dusura. All titles and customary forms of respect hitherto enjoyed shall be continued to the Punt.

In all X. Articles, as above, which must be observed.

Dated at Satara, the 22nd April 1820 *(corresponding with 8th Rujub Soor Sun Ushreen Mya Tyne Wu Uluf, or Arabic year* 1220).

(Signed) JAMES GRANT.

(True translation.)

(Signed) HENRY ADAMS.

(A true copy.)

(Signed) J. MACLEOD,
Acting Secretary.

THE NIMBALKUR.

Agreement between the Honorable East India Company and the Deshmookh of Phultun, commonly called the Nimbalkur, dated the 22nd April 1820.

Terms fixed by Captain JAMES GRANT, *Saheb Bahadoor, on the part of the Hon'ble Company, for* RAO SAHEB MEHERBAN JAN RAO NAIK NIMBALKUR DESHMOOKH, *of Phultun, by which the Purguna of Phultun is made over to him, as he enjoyed the same formerly in personal and military Jageer. This District, along with the rest of the country, having come into the possession of the British Government, it is now freely bestowed as a Military Jageer, in consideration of the antiquity and respectability of the family; but as, according to the terms of the Treaty concluded with His Highness the Raja of Satara, this Jageer is within the limits of his territory, therefore Jan Rao Naik Nimbalkur is to be considered a Jageerdar of His Highness' Government, but under the guarantee of the British Government.*

The following Articles are agreed to, on the part of the British Government and Jan Rao Naik:—

ARTICLE I.

The Phultun Purguna having been possessed up to the war as a personal and military allowance, in like manner it is now restored and confirmed. During the Government of the Peshwa, the Contingent was fixed at three hundred and fifty (350) Horse, but in consequence of the country not being in a flourishing state, service to the full amount of this number was not insisted upon.

That Jan Rao Naik may live in affluence and comfort, and also be enabled to keep up his Contingent in the most complete state of equipment and readiness for the service, Government have fixed the amount of it at ninety (90) Horse, of which number seventy-five (75) must always remain in the service of His Highness the Raja of Satara, and the remaining fifteen (15) with the Naik.

ARTICLE II.

The horses and men forming the Contingent are to be good, the horses of the value of from 300 to 400 Rupees, and to be always kept ready in the service of

His Highness' Government. Wherever their services may be required they are to proceed, without any delay or remonstrance. They are to be mustered whenever so ordered, and should there be any of the number deficient, such deficiency must be made good, at the annual rate of 300 Rupees for each horse, calculated from the period at which the former muster took place; but previous to enforcing the demand, His Highness' Government will make a representation of the circumstances, and obtain the concurrence of the Agent of the British Government.

ARTICLE III.

In the event of the Contingent being employed in war, under a requisition from the British Government, should any horses or men in consequence be killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by His Highness' Government. Risks and casualties of all kinds, including the furnishing of ammunition, are included in the allowance.

ARTICLE IV.

The whole expense of managing the Jageer is to be defrayed without any reference to what is incurred by keeping up the Horse. The territories of the British Government and of His Highness being situated close to the Jageer, in the event of any disturbance taking place, on the requisition of the Mamlutdars of either of the Governments, aid must be furnished by a ready co-operation with all the disposable Police of the Jageer.

ARTICLE V.

Whatever Inam Villages, Wutuns, &c. have hitherto belonged to the Naik shall be continued to him in the territory of His Highness, and all items of Revenue of His Highness, which lie within the District of the Naik, shall be paid to His Highness' Government. Within the Jageer territory all Doomala Villages, Wurshasun, Dhurmadao, Dewustan, Rozindar, Khyrat, Nemnook, Duruk, and such like payments, must be continued as they are at this time. All persons having possessions on Government grants are not to be interfered with; such interruptions as might exist from temporary causes at the time you received charge (from the British Government) are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the above-mentioned possessors of inheritance or allowances shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness' Government, will intimate what course is to be pursued, either in respect to punishment or resumption. Should persons holding such inheritance or allowance raise or excite any disturbance, or commit any offences against the peace of the public, or should persons possessed of such rights die without

heirs, you will fully investigate the matter, and state what may appear really just, when His Highness' Government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE VI.

That the subjects of the Jageer territory may have protection, justice must be properly administered, and a good Police upheld to detect thefts, and to suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the Government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to: and further, in regard to such decisions not being attended to, so that the country may become in a state of mis-government, and robberies and other crimes of very frequent occurrence, then whatever appears to be proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness' Government.

ARTICLE VII.

Without orders from Government, no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the Government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE VIII.

With the exception of those under the Government of His Highness, no intercourse, or correspondence by letter, is to be entered into with such as Bajee Rao Saheb, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance, by joining the troops of any one, to be given. This Article forms the basis of the present Agreement, and should what is above written be departed from, the Jageer will not be continued.

ARTICLE IX.

All persons having committed crimes within the Jageer territory, and who may take shelter in the dominions of the British Government, or of His Highness, shall be delivered over to Jan Rao Naik Nimbalkur, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the Government of His Highness, as the case may be; and in like manner, all criminals from the territories of the British Government, or of His Highness, shall be delivered up by Jan Rao Naik to their respective Governments, and assistance must also be rendered to any public servants who may be sent for the apprehension of such persons.

ARTICLE X.

Whilst Jan Rao Naik shall continue to fulfil the terms of his service, in good faith, integrity, and fidelity, the Jageer shall be held without any interruption from His Highness' Government; on this point the British Government is the guarantee.

ARTICLE XI.

All titles and customary forms of respect hitherto enjoyed by Jan Rao Naik shall be continued. All requests on the part of the Jageerdar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE XII.

As the Jageer District adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of items of revenue or land, either for the purpose of distinctly defining the boundary, or on account of arrangements in the Police, therefore, on a representation from the Government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, having previously ascertained that they will not be injurious to the interests of Jan Rao Naik, and such exchanges must be made accordingly.

In all XII. Articles, as above, which must be observed.

Dated at Satara, the 22nd April 1820 *(or 8th Rujub Soor Sun Ushreen Mya Tyne Wu Uluf, or Arabic year* 1220).

(Signed) JAMES GRANT.

(True translation.)

(Signed) HENRY ADAMS.

(A true copy.)

(Signed) J. MACLEOD.

Acting Secretary.

THE DUFLEKUR.

Agreement between the Hon'ble East India Company and Renooka Baee Duflé, Deshmookh of Jut and Kurujgee, dated the 22nd April 1820.

Seal of Captain Grant.

Terms fixed by Captain JAMES GRANT, *Saheb Bahadoor, on the part of the Hon'ble Company Bahadoor, for* USMUT PUNAH RENOOKA BAEE DUPLE'

DESHMOOKH, *of Jut and Kurujgee, by which the Jut and Kurujgee Purgunas are made over to her. These Districts were formerly held as a personal and military Jageer, and having come into the possession of the British Government, along with the rest of the country, they are now freely restored, in consideration of the antiquity and respectability of the family, to be held, as formerly, in personal and military Jageer. But as these Districts came within the limits of the territory of His Highness the Raja of Satara, according to the Treaty with the British Government, therefore Renooka Baee Duflé is to be considered a Jageerdar of His Highness' Government, but under the guarantee of the British Government.*

The following Articles are agreed to on the part of the British Government and Renooka Baee Duflé:—

ARTICLE I.

The Districts of Jut and Kurujgee having been possessed as a Jageer up to the period of the war, they are now freely restored and confirmed. During the Government of the Peshwa these Districts were held as an allowance for four hundred and fifty (450) Horse under Rastia, but afterwards the number was fixed at three hundred (300), and because the country was not in a flourishing state, full service to that amount was not demanded, and the number finally fixed at two hundred. That Renooka Baee Duflé may live in affluence and comfort, and also be enabled to keep up the Contingent in the most complete state of equipment, Government have remitted three-fourths of that number, and fixed the present Contingent at fifty (50) Horse, which must be kept up constantly in the service of His Highness the Raja of Satara.

ARTICLES II. III. IV. V. VI. VII. VIII. IX. X. XI. XII.

MEMORANDUM.—*These Articles are precisely to the same effect as Articles II. ad XII. of the foregoing Agreement with the Nimbalkur, and are not, therefore, repeated in this place.*

In all XII. Articles, as above, which must be observed.

22nd April, A. D. 1820 *(corresponding with 8th Rujub Soor Sun Ushreen Mya Tyne Wu Uluf, or Arabic year* 1220), *at Satara.*

(Signed) JAMES GRANT.

(True translation.)

(Signed) HENRY ADAMS.

(A true copy.)

(Signed) J. MACLEOD,
Acting Secretary.

THE WAEEKUR.

Agreement concluded with Shaikh Mira Waeekur, dated the 3rd July 1820.

Seal of Captain James Grant.

Terms fixed by Captain JAMES GRANT, *on the part of the Honorable Company, for* SHAIKH MIRA WAEEKUR, *by which the Jageers, &c. (with the exception of Purguna Duryapoor, Prant Wurad, Muojé Bholee, Purguna Shiralé, Muojé Pulsee, Prant Waee,) are made over to him. These Jageers, &c. were formerly held by you as a personal and military Jageer, but having come into the possession of the British Government, along with the rest of the country, they are now restored, in consideration of the antiquity and respectability of the family, to be held, as formerly, in personal and military Jageer. But as these Jageers, &c. came within the limits of the territory of His Highness the Raja of Satara, according to the Treaty with the British Government, therefore Shaikh Mira Waeekur is to be considered a Jageerdar of His Highness' Government, but under the guarantee of the British Government.*

The following Articles are agreed to, on the part of the British Government and Shaikh Mira Waeekur:—

ARTICLE I.

The Purguna of Yerndole, Prant Khandesh, and the Purgunas in "Swudesh" (Peshwas' territory), were granted after fixing the "Khundnee" (tribute). Formerly you had to furnish 63 Horse to the Peshwa's Government, but as Purguna Duryapoor, &c. were attached, and as the country was not in a flourishing state, full service to that amount was not demanded. That Shaikh Mira Waeekur may live in comfort and affluence, and also be enabled to keep up the Contingent in the most complete state of equipment, Government have fixed the present Contingent at ten (10) Horse, which must be kept up constantly in the service of His Highness the Raja of Satara.

ARTICLE II.

The horses and men forming the Contingent are to be good, the horses of the value of from 300 to 400 Rupees, to be always present in the service of His Highness, and to proceed without delay or remonstrance wherever their services may be required. They are to be mustered whenever so ordered, and should

there be any deficiency in the number, such deficiency must be made good, at the annual rate of 300 Rupees each horse, to be calculated from the period of the former muster; but previous to enforcing the demand, a representation of the circumstances will be made by His Highness' Government to the Agent of the British Government, and his concurrence obtained.

ARTICLE III.

In the event of the Contingent being employed in war, under a requisition from the British Government, and should any men or horses in consequence be killed or wounded, it is to be clearly understood, that nothing in the way of equivalent shall be paid by the Government of His Highness. Risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE IV.

The whole expense of managing the Jageer is to be defrayed without reference to what is incurred by keeping up the Horse. As the territories of the British Government and of His Highness adjoin the Jageer, it is therefore determined that in the event of any disturbance taking place in them, on the requisition of the Mamlutdars of either Government, aid shall be furnished by a ready co-operation with all the disposable Police of the Jageer.

ARTICLE V.

Whatever Inam Villages, Wutuns, and other allowances have hitherto belonged to Shaikh Mira Waeekur within the territories of the British Government or of His Highness, shall be continued; and whatever items of Revenue belonging to His Highness' Government may be within the Jageer shall be continued to be paid. All Doomala Villages and land, Wurshasun, Dhurmadao, Dewustan, Rozindar, Khyrat, Nemnook, Duruk, &c. within the Jageer, must be continued as they are at present. All persons having possessions on Government deeds are not to be interfered with; such interruptions as might exist from temporary causes at the time charge was received (from the British Government), are to be examined, and the claims justly settled. Care must be taken that no just cause of complaint may be brought forward on such points. In cases when any of the above-mentioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness' Government, will intimate what course is to be pursued, either in respect to punishment or resumption. Should persons holding such inheritances or allowances, raise or excite any disturbances, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter, and state what appears really just, when His Highness' Government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE VI.

That the inhabitants of the Jageer territory may be protected, justice must be properly dispensed, and a good Police upheld to detect theft and suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the Government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to: and further, in regard to such decisions not being attended to, so that the country may fall into a state of mis-government, and robberies and other crimes become of very frequent occurrence, in such an event, whatever may appear to be the most proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness' Government.

ARTICLE VII.

Without orders from Government, no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the Government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE VIII.

With the exception of those under the Government of His Highness, no intercourse or communication by letter is to be entered into with such as Bajee Rao Saheb, or other Princes, Chieftains, Commanders and others, nor is any aid or assistance, by joining the troops of any one, to be given. This Article forms the basis of the present Agreement, and should what is written above be departed from, the Jageer will not be continued.

ARTICLE IX.

All persons having committed crimes within the Jageer country, who may take shelter in the territories of the British Government or of His Highness, shall be delivered over to Shaikh Mìra Waeekur, after information has been given to the Agent of the British Government, and by him communicated to the British Government or to the Government of His Highness, as the case may be; and in like manner all criminals from the territories of the British Government or of His Highness shall be delivered up by Shaikh Mìra Waeekur to their respective Governments, and assistance must be rendered to people of either Government who may be sent for the apprehension of such offenders.

ARTICLE X.

Whilst you, Shaikh Mìra Waeekur, shall continue to fulfil the terms of your service in good faith, integrity and fidelity, your Jageer shall be held

without any interruption from His Highness' Government. On this point the British Government is your guarantee.

ARTICLE XI.

All titles and forms of respect hitherto enjoyed by you shall be continued. All requests on the part of the Jageerdar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE XII.

As the Jageer districts adjoin the territory of His Highness, and it may be necessary to effect exchanges of items of revenue or land, for the purpose either of defining the boundary or for Police arrangements, therefore, on a representation from the Government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, provided they are not injurious to the interests of the Jageerdars, and such exchanges must be made accordingly.

The above XII. Articles must be observed.

Dated the 3rd July 1820 *(corresponding with the 21st Rumzan Ihidé Ushreen Mya Tyne Wu Uluf.*

(Signed) JAMES GRANT. (L. S.)

THE RAJA OF AKULKOT.

Agreement entered into on the 11th July 1820, *by His Highness the Raja of Satara with the Raja of Akulkot.*

Large Seal of His Highness the Raja of Satara.

Agreement on the part of His Highness the Raja of Satara, respecting Futteh Sing Bhonslay, of Akulkot, to whom these orders are issued.

The whole of the Jageers, &c. enjoyed by you, have, with the rest of the country, reverted to the British Government, but as that Government has been pleased, in consideration of the antiquity of your family, to guarantee to you the villages held up to the war (including those situated in the Nizam's country, now in your possession) save Mogulaee Umuls, by a Yad of XIII. paragraphs, executed to you by Captain James Grant, the British Resident, and as

His Highness has received his country from the British Government according to Treaty, and your lands are situated therein, His Highness approves of the Yad executed to you by the British Government, and, for the continuance of your lands, determines as follows, viz.,

ARTICLE I.

The Purguna of Akulkot, and other Mahals and Umuls held by you up to the war, (including the villages situated in the Nizam's country, now in your possession,) save Mogulaee Umuls, are hereby continued and confirmed to you. Formerly you had to maintain a Contingent of Horse for the service of the Peshwa's Government, but as you have now been deprived of your Umuls in the Nizam's country, and sustained loss in the Mahals, His Highness, to enable you to support yourself, and to keep the horse and men of your Contingent in good order for service throughout the year, fixes the Contingent at 100 Horse, which you are to maintain for the service of the Satara State.

ARTICLE II.

The Contingent is to be efficient, the horses to be of the value from 300 to 400 Rupees, and the men in a complete state of equipment. The Contingent to be always kept present for the service of His Highness; they should attend muster when called upon, and proceed to whatever place directed, without delay or remonstrance. Should it appear, however, on muster, that any number of the Contingent is deficient, His Highness will, with the concurrence of the British Resident, oblige you to refund in the proportion of 300 Rupees per annum a horse, for the whole period of such deficiency, according to the terms of the Agreement entered into with you.

ARTICLE III.

In the event of your Contingent being employed in war by His Highness, with the concurrence of the British Resident, no remuneration, on account of the wounded and slain, will be granted; but all such risks and casualties, as well as the supply of ammunition, are included in the grant.

ARTICLE IV.

You are to defray the expense of your village establishments, as well as of the Contingent. Should any commotion or disturbance occur in the districts, either of His Highness the Raja, or of the British Government, you are, on the requisition of the Mamlutdars of either Government, to aid and co-operate with them, with the Police in your Mahals.

ARTICLE V.

The Villages, Inams, Wutuns, &c. in His Highness the Raja's country, held by you up to the war, together with the Umuls and Villages in the Nizam's

country now in your possession, will be continued to you; this Government also retaining its Umuls in your territory. All Domala villages, lands, Wurshasuns Dhurmadaos, Dewustans, Rozindars, Khyrats, Nemnooks, as also the Jageers of Durukdars and Karkoonee, &c. are to be continued to the several parties, as heretofore, without objection, together with the lands held by virtue of Sunuds, although they may have been, on certain grounds, placed under attachment. Should any of the parties enumerated above, act improperly, or die intestate, you are to report the same to this Government, when His Highness, with the concurrence of the British Resident, will award such punishment to the offender, or direct the resumption of the land, as may appear expedient. If any landholder creates a riot, or raises a rebellion in your country, or refuses to acknowledge your supremacy, or if a Wutundar dies intestate, you should attach his Wutun, and report the matter to Government, when His Highness, with the concurrence of the British Resident, will issue such orders as may appear expedient, and to which you are to conform accordingly.

ARTICLE VI.

You should endeavour to make your subjects happy, distribute justice impartially, and adopt measures for the prevention of theft, murder, and other crimes. If these are not done, and if justice is not administered properly, and complaints are made to this Government, His Highness, in conjunction with the British Resident, will inquire into the complaint, and issue such orders as may appear necessary, to which you are to conform; but if you do not do so, and the country continue in a state of mis-government, and crimes are of frequent occurrence, His Highness will, with the concurrence of the British Resident, adopt such preventive measures as may appear expedient to him.

ARTICLE VII.

During the administration of Bajee Rao Rughoonath, a dispute having arisen between you and Tooljajee Bhonslay, for division of property, the same was decided, and Deeds of acquittance passed by you both, which are approved of, and confirmed by this Government; and you both are to abide by the same accordingly.

ARTICLE VIII.

You should not, without the knowledge of this Government, muster a force, and engage in hostilities with any person. If any dispute arises among you, respecting Bhaoopuna rights, &c., you should quietly refer the matter to this Government, when His Highness, with the concurrence of the British Resident, will issue the necessary orders in the case, and to which you are to conform.

ARTICLE IX.

With the exception of the subjects of this Government, you are to hold no intercourse, nor to carry on correspondence with Bajee Rao Rughoonath, or any other Prince or Chieftain. If you do, your country will be resumed.

ARTICLE X.

Should an offender from your country take shelter within the territories of His Highness, you are to report the same to this Government, when measures will be taken to apprehend the offender, and make him over to you. In like manner, offenders from the territories of His Highness, or of the British Government, taking shelter within your Mahals, should be immediately apprehended and delivered up by you, to whichever Government they may belong. Further, you are to aid and assist the Officers of either Government who may enter your jurisdiction, in pursuit of offenders.

ARTICLE XI.

So long as you continue in good faith, and render faithful service, your Mahals, &c. will be continued to you uninterruptedly by this Government, for which you have the guarantee of the British Government, and which is agreed to by His Highness.

ARTICLE XII.

All titles and customary forms of respect hitherto enjoyed by you, shall be continued. You are to represent all your affairs to this Government; such requests as are reasonable, will be granted, and such as are not, will be refused.

ARTICLE XIII.

As the country of His Highness adjoins your territory, it might be necessary, at a future period, to effect certain territorial exchanges, with the advice of the British Resident, for the good of the country, and for the purpose of defining distinctly the boundaries of the two Governments, care being taken to secure you from loss. You are required to agree to this arrangement.

ARTICLE XIV.

You are to attend on His Highness annually, at the celebration of the Dusura Festival, as also at other times when your presence may be required. You are also to accompany His Highness whenever he may proceed on a long journey.

The circumstances contained in the foregoing XIV. paragraphs are confirmed.

Dated the 29*th Rumzan Soor Sun Ihidé Ushreen Mya Tyne Wu Uluf, (corresponding with the* 11*th July* 1820, A. D.)

(True translation.)

(Signed) H. B. SANDFORD, Lieut.,
2nd Assist. Commissioner.

THE PUNT SUCHEO.

Agreement entered into in July 1820, *by His Highness the Raja of Satara with the Punt Sucheo.*

Agreement on the part of His Highness the Raja of Satara, respecting Rajeshree Chimnajee Pundit Sucheo, to whom these commands are issued.

The country formerly possessed by you has been freely restored and bestowed, through the liberality of the British Government, and an Agreement, consisting of X. Articles, has been made out and delivered to you by Captain JAMES GRANT, *Bahadoor, on the part of the British Government. Your country has come within the limits of the territory made over to His Highness by the Treaty with the British Government, and the terms fixed by the British Government having been approved of, the Hoozoor, for the purpose of confirming you in possession, has determined as follows :—*

ARTICLE I.

Should any disturbances take place in the territories of His Highness or of the British Government which adjoin your country, aid must be afforded, by sending all the disposable Police in your district, on the requisition of the Mamlutdars of either Government.

ARTICLE II.

All Wutun and other allowances hitherto possessed by you within the territory of His Highness, shall be continued; and in like manner, all items of revenue belonging to His Highness' Government within your country, shall continue to be paid. All Doomala villages, and lands, Wurshasuns, Dhurmadaos, Dewustans, Rozindars, Khyrats, Nemnooks, Duruks, and all other allowances hitherto enjoyed within your country, must be continued without interruption: and should, at present, any investigation be carrying on respecting the rights or possessions of those holding them on Government deeds, decisions must be given upon the fixed principles of justice, so that no complaints may be made. Should persons holding inheritances of the above-mentioned descriptions raise or excite disturbances, or commit offences against the public peace, or should persons possessed of such inheritances die without heirs, you will fully investigate the matter, and state what may appear really just, when His Highness' Government, with the advice of the Agent of the British Government, will send such orders as may appear fit, which must be conformed to.

ARTICLE III.

That the inhabitants of your country may be protected, justice must be honestly administered, and a proper Police must be established for the prevention and detection of thieves and robbers; but if this is not attended to, and unjust decisions given, or thefts and robberies become of so frequent occurrence, so that people may be obliged to bring forward complaints, in that case, whatever orders may, in consequence, be issued by His Highness' Government, with the advice of the Agent of the British Government, these must be carried into effect.

ARTICLE IV.

Without the knowledge and orders of Government, no extra troops are to be levied, or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms will be permitted, but information is to be sent to Government, when such orders as may be sent on the subject, with the advice of the Agent of the British Government, must be considered binding.

ARTICLE V.

Excepting those under the Government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Saheb, or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one, or to become concerned in any assemblage of troops whatever. This Article forms the basis of the present Agreement, and if it is departed from, with the advice of the British Government your possession shall not be continued.

ARTICLE VI.

All offenders and criminals from your country, who may take shelter in the territory of His Highness, shall be delivered over to you, and in like manner, all offenders and criminals from the territories of His Highness, or of the British Government, who may enter your territory, shall be given up, and delivered over to whichever Government they belong; and assistance must be rendered to all Officers, or people of both Governments, who may go into your District, in pursuit of such offenders.

ARTICLE VII.

Whilst you remain and perform the conditions of your service in good faith, integrity, and fidelity, your possessions shall be continued without interruption on the part of His Highness' Government, and on this point the British Government is your guarantee, which His Highness' Government approves of and agrees to.

ARTICLE VIII.

All titles and honors formerly enjoyed by you shall be continued, and all requests forwarded by you shall be attended to, and if reasonable and proper, they will be granted, but if otherwise, rejected.

Article IX.

As your country adjoins the territory of His Highness, and it may be necessary, in consequence, to effect exchanges, either for the purpose of defining boundaries, for Police arrangements, or for settling revenue matters, therefore such exchanges shall be made with the advice of the Agent of the British Government, provided they are not injurious to your interests.

Article X.

You must appear in personal attendance yearly, at the festival of the Dusura, and also be present on all occasions of ceremony or congratulation, when your attendance may be required by His Highness; you must also attend in person whenever the establishment of His Highness may move to any great distance.

Article XI.

A yearly payment of ten thousand Rupees was made by you to Government, on account of Elephant establishment, but the village of Sonapoor having come into the possession of Government, a deduction of one thousand Rupees is allowed in consequence, and the payment of the balance is to be made as follows:—

A payment made annually to you by Purushram Pundit Prutee-Nidhee, which is now transferred to His Highness' Government	Rs.	2000	0	0
Payment formerly made to you from the Hoozoor Mamla of Prant Kurar, now transferred to His Highness' Government	„	1000	0	0
A cash payment to be made yearly by you to His Highness' Government, or items of Revenue, land, or villages, as may be arranged by the Agent of the British Government, to the amount of	„	6000	0	0
Total, Rupees		9000	0	0

Dated — July 1820.

Small Seal of His Highness the Raja of Satara.

(A true translation.)
(Signed) Henry Adams.

THE PUNT PRUTEE-NIDHEE.

Agreement entered into in July 1820, *by His Highness the Raja of Satara with the Punt Prutee-Nidhee (of Satara).*

Large Seal of His Highness the Raja of Satara.

Agreement on the part of His Highness the Raja of Satara, respecting Rajeshree Purushram Pundit Prutee-Nidhee, to whom these commands are issued.

The country formerly possessed by you has been freely restored and bestowed, through the liberality of the British Government, and an Agreement, consisting of X. Articles, has been made out and delivered to you by Captain JAMES GRANT, *Saheb Bahadoor, on the part of the British Government. The greater part of your country has come within the limits of the territory made over to His Highness by the Treaty with the British Government, and the terms fixed by the British Government having been approved of, the Hoozoor, for the purpose of confirming you in possession, has determined as follows:—*

ARTICLE I.

Should any disturbances take place in the territories of His Highness or of the British Government which adjoin your country, aid must be afforded, by sending all the disposable Police in your Districts, on requisition from the Mamlutdars of either Government.

ARTICLE II.
ARTICLE III.
ARTICLE IV.
ARTICLE V.
ARTICLE VI.
ARTICLE VII.
ARTICLE VIII.
ARTICLE IX.
ARTICLE X.

NOTE.—*These Articles being in substance the same as Articles II. ad X. of the Agreement with the Punt Sucheo, entered at pages* 644 *ad* 646, *the same are not repeated in this place.*

ARTICLE XI.

The Punt Sucheo received from you a yearly payment of two thousand Rupees (Rs. 2,000), which is now agreed to be transferred to His Highness, on account of the Elephant Establishment, and you must accordingly pay this sum annually to His Highness' Government.

Small Seal of the Raja of Satara.

(True translation.)

Dated —— *July* 1820. (Signed) HENRY ADAMS.

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THE NIMBALKUR.

Agreement entered into in July 1820, by His Highness the Raja of Satara, with the Nimbalkur.

Agreement on the part of His Highness the Raja of Satara, respecting Rajeshree Jan Rao Naik Nimbalkur, Deshmookh of the Phultun Purguna, to whom these commands are issued.

The Purguna of Phultun having been for a long time past possessed by you as a personal and military Jageer, the British Government, therefore, have, in their liberality, freely bestowed and restored the same to you, according to terms fixed by Captain James Grant, Bahadoor, on their part. The country of the Jageer having come within the limits of the territory of the Hoozoor, by the Treaty with the British Government, it has accordingly been placed under it, and an Agreement, on the part of the British Government, has been made and delivered to you, which has been approved of by the Sirkar, and, for the purpose of confirming you in the above mentioned Jageer, the Hoozoor has determined as follows:—

Article I.

The Purguna of Phultun is to be held as a personal and military Jageer, on condition of furnishing ninety (90) Horse, seventy-five (75) of which, completely equipped, and the horses good, are always to be kept in the service of the Hoozoor, and the remaining fifteen (15) to remain with you.

Article II.

The horses and men forming the Contingent are to be good, the horses at the value of from 300 to 400 Rupees, and to be always kept ready in the service of His Highness' Government. Wherever their services may be required, they are to proceed without any delay or remonstrance. They are to be mustered whenever so ordered, and should there be any of the number deficient, such deficiency must be made good at the annual rate of 300 Rupees for each horse, calculated from the period at which the former muster took place; but previous to enforcing the demand, His Highness' Government will make a representation of the circumstances, and obtain the concurrence of the Agent of the British Government.

Article III.

In the event of the Contingent being employed in war, under a requisition from the British Government, should any horses or men in consequence be

killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by His Highness' Government. Risks and casualties of all kinds, including the furnishing of ammunition, are included in the allowance.

ARTICLE IV.

The whole expense of managing the Jageer is to be defrayed without any reference to what is incurred by keeping up the Horse. The territories of the British Government and of His Highness being situated close to the Jageer, in the event of any disturbance taking place, on the requisition of the Mamlutdars of either of the Governments, aid must be furnished, by a ready co-operation with all the disposable Police of the Jageer.

ARTICLE V.

Whatever Inam villages, Wutuns, &c. have hitherto belonged to the Naik, shall be continued to him in the territory of His Highness: and all items of Revenue of His Highness, which lie within the District of the Naik, shall be paid to His Highness' Government. Within the Jageer territory, all Doomala villages, Wurshasun, Dhurmadao, Dewustan, Rozindar, Khyrat, Nemnook, Duruk, and such like payments, must be continued as they are at this time. All persons having possessions on Government grants are not to be interfered with: such interruptions as might exist from temporary causes, at the time you received charge (from the British Government), are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the above-mentioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness' Government, will intimate what course is to be pursued, either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbance, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter, and state what may appear really just, when His Highness' Government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE VI.

That the subjects of the Jageer territory may have protection, justice must be properly administered, and a good Police upheld to detect theft, and to suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the Government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to. And further, in regard to such decisions not being attend-

ed to, so that the country may become in a state of mis-government, and robberies and other crimes of very frequent occurrence, then, whatever appears to be the proper measures, shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness' Government.

ARTICLE VII.

Without orders from Government, no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the Government of His Highness, and whatever decision is given, must be reckoned binding.

ARTICLE VIII.

With the exception of those under the Government of His Highness, no intercourse or correspondence by letter is to be entered into with such as Bajee Rao Saheb, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance, by joining the troops of any one, to be given. This Article forms the basis of the present Agreement, and if what is above written be departed from, by the advice of the British Government the Jageer will not be continued.

ARTICLE IX.

All persons having committed crimes within the Jageer territory, and who may take shelter in the country of the Hoozoor, shall be delivered over to you, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the Government of His Highness, as the case may be; and in like manner all criminals from the territories of the British Government or of His Highness shall be delivered up by Jan Rao Naik to their respective Governments, and assistance must also be rendered to any public servants who may be sent for the apprehension of such persons.

ARTICLE X.

Whilst you shall continue to fulfil the terms of your service in good faith, integrity and fidelity, the Jageer shall be held without any interruption on the part of the Sirkar; On this point the British Government is your guarantee, which is agreed to by the Sirkar.

ARTICLE XI.

All titles and all customary forms of respect hitherto enjoyed by you, shall be continued. All requests on your part, which may be reasonable and proper, shall be granted, but such as are otherwise, shall not be agreed to.

ARTICLE XII.

As the Jageer District adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of items of revenue or land, either for the purpose of distinctly defining the boundary, or on account of arrangements in the Police, therefore, on a representation from the Government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, having previously ascertained that they will not be injurious to your interests, and such exchanges must be made accordingly.

ARTICLE XIII.

You must appear in person every year at the festival of the Dusura, and also attend, whenever requested so to do, on all great occasions of ceremony and congratulation; and when His Highness, with his establishment, may proceed to any great distance, you must also be in personal attendance.

(True translation.)
(Signed) HENRY ADAMS.

Dated — July 1820.

THE DUFLE'.

Agreement entered into in July 1820, *by His Highness the Raja of Satara with the Duflé.*

Agreement on the part of His Highness the Raja of Satara, respecting Renooka Baee Duflé, Deshmookh of the Purgunas of Jut and Kurujgee, to whom these commands are issued.

The Purgunas of Jut and Kurujgee having been for a long time past possessed by you, in Jageer, therefore the British Government have, in their liberality, freely restored and bestowed the same on you, according to terms fixed by Captain JAMES GRANT, *Bahadoor, on their part, consisting of XII. Articles.*

The country of the Jageer having come within the limits of the territory of His Highness, by the Treaty with the British Government, an Agreement, in consequence, has been made out and delivered to you on the part of the British Government, which has been approved of by the Hoozoor, and, for the purpose of confirming you in the above-mentioned Jageer, the Sirkar has determined as follows:—

ARTICLE I.

The Purgunas of Jut and Kurujgee are to be held as a personal and military Jageer, on condition of furnishing fifty (50) Horse, completely equipped, to be kept constantly present in the service of His Highness the Raja of Satara.

ARTICLE II.
ARTICLE III.
ARTICLE IV.
ARTICLE V.
ARTICLE VI.
ARTICLE VII.
ARTICLE VIII.
ARTICLE IX.
ARTICLE X.
ARTICLE XI.
ARTICLE XII.
ARTICLE XIII.

NOTE.—*These Articles being in substance the same as Articles II. ad XIII. of the Agreement with the Nimbalkur, entered at pages* 648 *ad* 651, *the same are not repeated in this place.*

Dated — July 1820.

Small Seal of His Highness the Raja of Satara.

THE WAEEKUR.

Agreement entered into on the 3rd July 1820, *by His Highness the Raja of Satara, with the Waeekur.*

Large Seal of His Highness the Raja of Satara.

Agreement on the part of His Highness the Raja of Satara, respecting Shoojayut Shoor Shaikh Mira Waeekur, to whom these orders are issued.

The whole of the Jageer, &c. enjoyed by you, have, with the rest of the country, reverted to the British Government, but as that Government has been pleased, in consideration of the antiquity of your family, to guarantee to you the Villages held up to the war, excepting Purguna Duryapoor Prant Wurad, Muojé Bholee, Purguna Seerolé, and Muojé Pulsé, Prant Waee, by a Yad of XII. paras. executed to you by Captain JAMES GRANT, *the British Resident; wherefore,*

having been constituted a Jageerdar of this State, during the pleasure of the British Government, you are to conduct yourself towards it like the other Jageerdars mentioned in the Treaty; and as a Yad has been executed to you by the British Government, His Highness approves of the same, and, for the continuance of the Villages to you, determines as follows, viz.,

ARTICLE I.

The Purguna of Yerundole, Prant Khandesh and other possessions in the Deccan, are hereby continued and confirmed to you. Formerly you had to maintain a Contingent of 63 Horse, for the service of the Peshwa's Government, but as Purguna Duryapoor, &c. has now been resumed, and as you have sustained loss in the remaining Umuls, His Highness, to enable you to support yourself, and to keep the horse and men of your Contingent in good order for service throughout the year, reduces the Contingent to 10 Horse, which you are always to maintain for the service of the Satara State.

ARTICLE II.
ARTICLE III.
ARTICLE IV.
ARTICLE V.
ARTICLE VI.
ARTICLE VII.
ARTICLE VIII.
ARTICLE IX.
ARTICLE X.
ARTICLE XI.
ARTICLE XII.
ARTICLE XIII.

NOTE.—*These Articles being precisely to the same effect as Articles II. ad VI., and VII. ad XIV., of the Agreement with the Raja of Akulkot, entered at pages* 641 *ad* 643, *the same are not repeated in this place.*

The circumstances contained in the foregoing XIII. paragraphs, are confirmed.

Dated Satara, 21st Rumzan Soor Sun Ihidé Ushreen Mya Tyne Wu Uluf, (corresponding with the 3rd July 1820, A. D.)

Small Seal of His Highness the Raja of Satara.

SAWUNT WAREE.

Treaty with the Sawunt Waree State, dated the 12th January 1730.

Articles of Peace and Friendship, agreed on and concluded by ROBERT COWAN, *Esquire, President and Governor of Bombay, for and in behalf of the Honor-*

able English East India Company, and BAPOOJEE NAIK, *Chief Commander at Sea, for Phond Sawunt Sirdesaee, of Koodal, for and in behalf of the said Sirdesaee.*

ARTICLE I.

That there shall henceforward, for ever, be a firm peace and friendship betwixt the said Hon'ble English East India Company, their servants, and subjects, and the said Sirdesaee, his subjects and vassals, by land and sea, under the following conditions.

ARTICLE II.

That in case the fleet of the said Sirdesaee shall at any time meet at sea any ships or vessels under English colours, whether of war or merchandize, they shall not molest them, but on discovery that they belong to the English, give them all the assistance they can; and in case of meeting with a single vessel, they shall not, after showing her colours, chase her with more than one Gallivat, to be certainly informed that she is really English. In like manner, when the vessels of war of the said Honorable Company shall meet at sea the fleet or vessels of the said Sirdesaee, they shall permit them to pass unmolested, on showing their colours, and sending a Gallivat or other small embarkation, to certify who they are.

ARTICLE III.

If at any time, through stress of weather, or any other accident, any vessels belonging to the English should be drove ashore and shipwrecked, in the ports or territories of the said Sirdesaee, they shall not be forfeited; On the contrary, all aid and assistance shall be given the people belonging to them, in saving and preserving the said vessels, and their cargoes, and free liberty granted to transport or dispose of what is so saved, as they shall think proper, without paying any Salvage, Custom, or Duty whatever for the same, and the like shall be observed with all vessels belonging to the subjects of the said Sirdesaee, that shall meet with the like misfortune in the ports or territories of the said Hon'ble Company.

ARTICLE IV.

The ports, places, and settlements of the said Hon'ble Company, and the said Sirdesaee, shall be free and open to the subjects and servants of both, to navigate and trade in, on paying the respective Duties that are usually paid at the said ports and places, or that shall be hereafter stipulated and agreed on.

ARTICLE V.

The sons of Kanojee Angria being professed enemies to the Hon'ble Company, and the said Sirdesaee, it is agreed that the joint endeavour of both shall be exerted to destroy the said enemy, the Hon'ble Company by their vessels of war, by sea, distressing them as much as possible, and the Sirdesaee

both by land and sea, as much as in his power; and when a proper opportunity offers, the said President and Governor, in behalf of the said Hon'ble Company, promises to give the said Sirdesaee what assistance he can to destroy the said enemy, by uniting one or more of the Hon'ble Company's vessels of war with the fleet of the Sirdesaee, the better to obtain the end desired; but in case of such an union of the marine force of both parties, the chief command of the united force shall remain to the English Commander.

ARTICLE VI.

That the Hon'ble Company shall supply the Sirdesaee with such artillery and warlike stores as he may want, and they can conveniently spare, at reasonable prices.

ARTICLE VII.

That these Articles agreed on and concluded, shall be exchanged and ratified by the said President and Governor, under the seal of the said Hon'ble Company, and by the said Sirdesaee, under his proper seal, in six months from the date hereof, or sooner, if opportunity offers.

Done in Bombay Castle, the 12th day of January 1729-30.

MEMORANDUM.—This Treaty was ratified by the Government of Bombay, on the 17th April 1730.

Treaty with the Bhonsla (Sirdesaee of Sawunt Waree), dated the 7th April 1765.

Articles of Agreement with the Bhonsla, concluded at the Fort of Rérce, the 7th April 1765.

ARTICLE I.

There shall be perpetual peace and friendship re-established between the Honorable Company and Khem Sawunt, the Bhonsla, their successors and heirs; and for the stricter observance of the following Treaty of Peace, Khem Sawunt, the Bhonsla, agrees to send two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge.

ARTICLE II.

The Bhonsla renounces all pretensions which he has heretofore formed, or might form, to the lands and tenements situated between the rivers Kurlee and Salsee, from the sea shore up to the foot of the Ghauts, which he cedes and guarantees to the Honorable Company, in full right, and will put them in pos-

session of the same; as likewise the sovereignty of the said river and the islands therein; but the Bhonsla requests and hopes the Honorable Company will cause the amount of one-third of the annual revenues of the said lands and tenements to be paid him, either in money, or Europe staples, or in grain. In consideration of his agreeing to, and fulfilling the tenth Article, the Honorable Company, on their part, renounce all pretensions to the lands, rents, revenues, and tributes, which now or heretofore did pay obedience, rents, or tributes to the Malwans, in any part of this country to the South of the river Kurlee, and cedes and guarantees the same, in full right, to the Bhonsla.

ARTICLE III.

The Bhonsla agrees to pay to the Honorable Company one lac of Rupees, as the restitution for the expenses they have been at, during the troubles subsisting between the contracting parties; Half to be paid in eight days from the time in which this Treaty is concluded; 25,000 Rupees within twelve months of this date; and the remainder, 25,000 Rupees, within three years from the date hereof.

ARTICLE IV.

The Bhonsla will not, by any menaces or otherwise, directly or indirectly, deter the inhabitants of the different districts or villages ceded to the Honorable Company, from living in them peaceably; and furthermore, will oblige all the inhabitants, with their families, who belonged to or lived in the aforesaid districts, who have quitted them, or may hereafter leave them, to return to their habitations.

ARTICLE V.

The English subjects, and the subjects of the Bhonsla, shall have free liberty of trade and commerce with each other, without any hindrance or molestation.

ARTICLE VI.

The Bhonsla will permit the Honorable Company to build a factory or factories, on any part of his territories, adjacent to the sea shore, for vending their commodities, and to keep there such servants and people as they shall think necessary for conducting the same; and should any of the merchants or others, his subjects, become debtors to the English, they shall have liberty to imprison their persons, or seize their effects, and vend them, till satisfaction is obtained.

ARTICLE VII.

The Bhonsla grants to the Honorable Company an exclusive right (except to the Portuguese nation) of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, in his territories, and to pass the same through his country.

ARTICLE VIII.

The Bhonsla will allow all merchants or Vunjaras free liberty to pass and repass his territories, to and from Fort Augustus, with their effects, merchandize, carriages, and beasts of burden, they paying the accustomed Duties, and no more, on any pretence whatever.

ARTICLE IX.

The Bhonsla agrees to deliver up all the effects which have been carried away from Fort Sundero, in the Malwun Gallivats, with guns, and all kinds of stores belonging to them, if any such can be proved to be in his possession now, or at any other time.

ARTICLE X.

If Jeejabaee Maharaj, the Ranee, shall offer to invade the territories of either of the contracting powers, or that she hinders the merchants from passing the Ghauts, and the Honorable Company should find it necessary to attack her, in such case the Bhonsla agrees to assist and aid the Honorable Company with his whole force, and furnish a sufficient number of draught and pack oxen, to carry ammunition, provisions, and stores.

ARTICLE XI.

The Bhonsla shall not keep any fleet, or have any vessels or Gallivats equipped for war.

ARTICLE XII.

If ever the Honorable Company should think proper to demand of the Murathas the lands in the districts of Salsee, which formerly belonged to the Malwans, in such case, they will likewise demand, for and in behalf of the Bhonsla, the lands in the said districts formerly belonging to him. The Bhonsla to pay an adequate share of the expenses that may accrue to the Honorable Company, in making these demands.

ARTICLE XIII.

The Fort of Musoora, with all the guns, shot, carriages, and stores therein, shall be delivered up to the Honorable Company, in its present situation, within eight days from this date; in lieu whereof, the Honorable Company shall, at the same time, deliver up to the Bhonsla the Fort of Réree, with all the guns and carriages found on the walls, when conquered by the English.

ARTICLE XIV.

The Bhonsla will not entertain in his service any people belonging to the English, whether Europeans or others, nor suffer any European deserters to pass through his districts, but on the contrary, give strict orders to all his Officers

to seize such as may be seen in his dominions, and return them to the Chief of Fort Augustus, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Bhonsla; and slaves to be returned on both sides.

ARTICLE XV.

If any vessels or boats belonging to the English, their subjects or dependents, shall at any time be drove ashore, or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered up to their right owner, without any salvage whatever, except the labourers' hire. The English on their parts to observe the same, in respect to the vessels belonging to the Bhonsla.

ARTICLE XVI.

If at any time the Bhonsla should have occasion for powder and ball, and military stores, the Honorable Company will supply him with what they can spare, at the usual rates.

ARTICLE XVII.

The Honorable Company agree, if convenient to them, to furnish the Bhonsla with troops, to go against his and their enemies.

ARTICLE XVIII.

The Bhonsla agrees to fulfil the I. II. III. and XIII. Articles, within eight days from the signature of this Treaty; in default of which, he agrees to pay all the charges of maintaining the Garrison of the Fort of Réree, till they are fulfilled, at which time the Honorable Company will deliver up the Fort of Réree.

ARTICLE XIX.

In witness of these Articles of Agreement between the contracting parties, we, the underwritten Agents, and Ministers Plenipotentiary, have signed with our hands, and in their name, and in virtue of our full powers, the present Definitive Treaty, and have caused the seals of the Honorable Company and the Bhonsla to be put thereto.

Done at the Fort of Réree, the 7th day of April 1765.

MEMORANDUM.—The foregoing Treaty was superseded by the conclusion, on the 24th October 1766, of the following "Articles of Agreement."

Treaty with the Sawunt Waree State, dated the 24th October 1766.

Articles of Agreement made and entered into by and between the Honorable United Company of Merchants of England, trading to the East Indies, and Khem

Sawunt, the Bhonsla, concluded at the Fort of Réree, the twenty-fourth day of October 1766.

ARTICLE I.

There shall be perpetual peace and firm friendship re-established between the Honorable Company and Khem Sawunt, the Bhonsla, their successors and heirs; and for the stricter observance of the following Treaty of Peace, the Bhonsla agrees to send (should the Company require it) two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge.

ARTICLE II.

The Bhonsla agrees to pay the Honorable Company two lacs of Rupees (2,00,000), as restitution for the expenses they have been at, from the time the troubles subsisted between the respective parties, and maintaining the Fort of Réree; eighty thousand Rupees to be paid in three months from the 24th October 1766, that is, fifty thousand (50,000) the first month, and thirty thousand within the three months; the remaining one lac and twenty thousand (1,20,000) to be paid in two years from the said 24th of October 1766, at equal payments, of sixty thousand (60,000) each year, for the performance of which the Bhonsla agrees to give Vithojee Cammotim, of Goa, as security, and the amount to be paid in Peerkhanee and Hookeree Rupees, and as security to Vithojee, the Bhonsla agrees to lodge in the Honorable Company's hands two hostages, by name Dowlut Dulvee and Surzam Bawa, who are to reside at Bombay, and to be maintained at his expense.

ARTICLE III.

The Honorable Company, in consideration of the Bhonsla's fulfilling the foregoing Article, do agree, on the payment of the first sum, viz. 80,000 Rupees, to deliver him, the said Bhonsla, the Fort of Réree, and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

ARTICLE IV.

The Honorable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, &c. of what kind soever they may have brought here, and they do give up to the Bhonsla such guns and carriages as are here, that were belonging to Fort Réree.

ARTICLE V.

Khem Sawunt, the Bhonsla, will permit the Honorable Company to build a factory, &c. with warehouses at Réree, at such place as may be most convenient for them, at which place they will hoist their flag, or on any part of his territories adjacent to the sea shore, for vending their commodities, and to keep there such servants and people, also vessels and boats, as they shall think ne-

cessary for conducting the same; and should any of the merchants, or others, his subjects, become debtors to the English, they shall have free liberty to imprison their persons, seize their effects, and vend them, till satisfaction is made and obtained.

ARTICLE VI.

The English subjects, and the subjects of the Bhonsla, shall have free liberty to trade and commerce with each other, without any hindrance or molestation.

ARTICLE VII.

Khem Sawunt, the Bhonsla, will not directly nor indirectly give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels or boats going under English convoys; in like manner the English will not molest any boats or vessels belonging to Khem Sawunt, the Bhonsla, or his subjects, provided they have passes or certificates, with the Bhonsla's seal affixed.

ARTICLE VIII.

The Bhonsla grants to the English nation an exclusive right (except the Portuguese) of importing and vending all Europe commodities, as lead, iron, steel, cloths, copper, &c. in his country, and to pass the same through his territories.

ARTICLE IX.

Khem Sawunt, the Bhonsla, will allow all merchants or Vunjaras free liberty to pass and repass his territories, to and from the English factory, with their effects, merchandize, packages, carriages, and beasts of burthen, they paying the accustomed Duties, and no more, on any pretence whatever.

ARTICLE X.

Khem Sawunt, the Bhonsla, will not entertain in his service any people belonging to the English, whether Europeans or others, but on the contrary, give strict orders to his Officers to seize such as may be seen in his dominions, nor suffer any European deserters to pass through his country, but return them to the Resident of the English factory, whether they are applied for or not, on promise of pardon; the English will observe the same in respect to the subjects of the Bhonsla, &c., and slaves to be returned on both sides.

ARTICLE XI.

If any vessels or boats belonging to the English, their subjects or allies, or those trading under their protection, at any time be drove ashore or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part thereof may be saved, to be delivered up to the lawful owners, without any salvage

whatever, except the labourers' hire. The English on their parts to observe the same in respect to any vessels belonging to Khem Sawunt, the Bhonsla.

ARTICLE XII.

Khem Sawunt, the Bhonsla, will not, by menaces or otherwise, directly nor indirectly, plunder, or in any shape molest the inhabitants or others that may have served or lived under the protection of the English, during the time they were in possession of Fort Réree, but permit them to enjoy peaceably their houses, lands, and tenements, in the same free and ample manner as when the Bhonsla's Government subsisted, before the English conquered this place. The least infringement of this Article will be highly resented by the Honorable Company.

ARTICLE XIII.

Khem Sawunt, the Bhonsla, agrees, should the Honorable Company be attacked, and they should require his assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honorable Company in like manner agrees to assist the Bhonsla, should it be convenient for them.

ARTICLE XIV.

Khem Sawunt, the Bhonsla, in consideration of Vithojee Cammotim's standing his security to the Honorable Company for the amount of this Treaty, does make over to the Honorable Company in his behalf, and for his use, the village and district of Vingorla, with all its oarts, farms, rents, Customs, &c., of any kind or sort whatsoever, for the term of thirteen (13) years, at which place the Honorable Company will hoist their flag, and keep there such servants and people as they may think proper; and should Khem Sawunt, the Bhonsla, not have satisfied Vithojee Cammotim for the amount of the Treaty at the expiration of the term of 13 years, the Honorable Company will continue to keep it in their hands until he has received full satisfaction, at which time it will be returned to Khem Sawunt, the Bhonsla, but the Honorable Company will still continue their factory, if they think proper.

ARTICLE XV.

In witness of these Articles of Agreement between the contracting parties, I, the underwritten Agent, for and in behalf of the Honorable United East India Company, and Khem Sawunt, the Bhonsla, for himself, have signed with our hands, and in virtue of our full power, the present Definitive Treaty, and have caused the seals of the respective parties to be affixed thereto.

Done at Fort Réree, this 24th day of October 1766.

(Signed) THOMAS MOSTYN.

MEMORANDUM.—*The above Treaty was signed by the Sirdesaee of Sawunt Waree, on the 28th October* 1766, *and was approved and confirmed by the*

Government of Bombay on the 3rd of the following month, with the exception of that part of Article XIV. which stipulated that the Honorable Company's flag should be hoisted at Vingorla, and which stipulation Mr. Mostyn was directed to have cancelled, if practicable. For reasons, however, subsequently explained by Mr. Mostyn, this Article was permitted to remain unaltered.

Treaty with the Sirdesaee of Sawunt Waree, dated the 3rd October 1812.

Articles of Agreement concluded between the Raja Phond Sawunt Bhonsla, Bahadoor, Sirdesaee of Koodal and its dependencies, on the one part, and COURTLAND SCHUYLER, *Esq., Captain of His Britannic Majesty's 84th Regiment of Foot, and British Envoy at Goa, under instructions from the Right Honorable Gilbert, Lord Minto, Governor General of British India, on behalf of the Honorable East India Company, on the other part.*

ARTICLE I.

There shall be perpetual peace and friendship between the Honorable Company and the Raja Phond Sawunt Bhonsla, and their Successors and Heirs, for ever.

ARTICLE II.

In order to the effectual suppression of the piracies which have hitherto been practised by the subjects of the Raja Phond Sawunt Bhonsla, it is hereby agreed upon, on the part of the Bhonsla, that the Fort of Vingorla and the Battery of Gunaram Tembe, with the port and proper limits thereof, shall be ceded, in full right and sovereignty, to the Honorable Company, for ever, and the British troops shall be put in immediate possession of the same.

ARTICLE III.

It is further agreed, on the part of the Raja Phond Sawunt Bhonsla, that he will deliver up to the Honorable Company all Gallivats, Patamars, and other vessels of every description that may hereafter be found equipped in a warlike manner, and that the same shall become lawful prize to the Honorable Company.

ARTICLE IV.

It is further agreed upon, on the part of the Raja Phond Sawunt Bhonsla, that no vessel of any description whatever, belonging to the Sawunt Waree State, shall be allowed to proceed to or from the port of Newty, without first being examined by a person or persons, who will be appointed for that purpose by the British Authority, and also, that a guard of British troops shall be stationed at the port of Newty, for the same purpose.

ARTICLE V.

It is also agreed upon, on the part of the Raja Phond Sawunt Bhonsla, his heirs and successors, that if at any time hereafter, any of his subjects shall be guilty of piratical acts, the Forts of Réree and Newty shall be given up to the Honorable Company, in like manner with Vingorla.

ARTICLE VI.

It is further agreed, on the part of the Honorable Company, that as soon as the British troops shall be put in possession of the Fort of Vingorla, the blockading squadron shall be withdrawn, and the ports in the Sawunt Waree State shall be opened for the free trade of the subjects of the Honorable Company and the Raja Phond Sawunt Bhonsla.

ARTICLE VII.

British merchants shall be allowed the free liberty of passing and repassing the territories of the Raja Phond Sawunt Bhonsla, with their effects, merchandizes, carriages, and beasts of burthen, upon paying the same land tolls as paid by the natural subjects of the Raja, and no more, upon any pretence whatever.

ARTICLE VIII.

The British troops and subjects, residing within the territory of the Raja Phond Sawunt Bhonsla, shall not be obliged to pay a greater price for the produce of his country than the natural subjects of the Raja.

ARTICLE IX.

That British subjects residing within the territories of the Raja Phond Sawunt Bhonsla, shall be solely amenable to the British Authority, and any offences they may commit, shall, on a representation from the Raja to the Officer Commanding, be duly attended to, and the like to be observed, on the part of the British, towards the subjects of the Raja.

ARTICLE X.

All military stores of every denomination, and all supplies of provisions and Europe articles, imported for the use of the British Officers and troops, residing in the Sawunt Waree State, to be allowed to pass Duty free.

In witness hereof, we, the undersigned, Raja Phond Sawunt Bhonsla, Bahadoor, Sirdesaee of Koodal and its dependencies, and Courtland Schuyler, Esquire, Captain in His Britannic Majesty's 84th Regiment of Foot, and British Envoy at Goa, have signed the present Agreement, and have caused our respective seals to be set thereto.

Done at the village of Mardoor, in the District of Saturda, Sawunt Waree State, on the 3rd day of October 1812.

(A true copy.)

(Signed) COURTLAND SCHUYLER,

Envoy.

ADDITIONAL ARTICLE.

It is further agreed upon, that private property of every description belonging to subjects of the Raja Phond Sawunt Bhonsla, within the limits of the Fort of Vingorla and Battery of Gunaram Tembe, ceded to the British, shall be respected; and further, that the British Authority will not afford its protection to any of the subjects of the Bhonsla who may be guilty of offences against the Sawunt Waree State: the latter part of this Article to be observed by the Raja Phond Sawunt Bhonsla towards British subjects.

The Company's Wafer Seal.

The Governor General's Small Seal.

(Signed) MINTO.
„ N. B. EDMONSTONE.
„ A. SETON.

MEMORANDUM.—This Treaty, with the additional Article, was ratified by the Right Honorable the Governor General of India in Council, at Fort William, on the 15th January 1813.

Deed of Cession, dated the 29th April 1813, *transferring the Village and Bunder of Vingorla to the Hon'ble East India Company, and Mandate to the villagers and inhabitants, to attend to and obey the orders of the Hon'ble East India Company, from the period of such transfer.*

This is the order from the presence, (in the year) Soorsun Sullas Ushur Mya Tyne Wu Uluf (corresponding with A. D. 1813).

The above mentioned Village and Bunder, except (what appertains to) Temples, Charities, Bramins, and Inams (formerly allowed as deductions from the dust, or dues), Sirkar's Oarts, Grain-land, and Salt-pans, and claimants or Hukdars; With these deductions, all the rest of the village is given, from the beginning of next year, to the Honorable Company's Sirkar, whose orders you must attend and obey, and pay their dues.

Dated on the 27th day of the Moon, or Month Rubee-ool-Akhur, (corresponding with the 29th April 1813, A. D.)

Treaty with the Sawunt Waree State, dated the 17th February 1819.

Treaty between the Honorable East India Company and the Regency of Sawunt Waree, on the part of Rajey Khem Sawunt Bhonsla, settled by Major

General SIR WILLIAM GRANT KEIR, K. M. T., *on the part of the British Government, and by* RAJEY KHEM SAWUNT BHONSLA, *on the part of the Government of Sawunt Waree, by virtue of full powers from the British Government, on the one part, and with the concurrence and consent of the Regency of Sawunt Waree, on the other.*

ARTICLE I.

There shall be perpetual peace and friendship between the British Government and the State of Waree.

ARTICLE II.

The British Government engages to protect the Principality and the territory of Sawunt Waree.

ARTICLE III.

The Regency, on the part of Rajey Khem Sawunt Bhonsla, agrees to act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with other Chiefs and States.

ARTICLE IV.

The Regency, on the part of Rajey Khem Sawunt, agrees not to enter into negotiations with any Chief or State without the knowledge or sanction of the British Government.

ARTICLE V.

The Regency, on the part of Rajey Khem Sawunt Bhonsla, agrees not to commit aggressions on any one; if by accident disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

The Raja, and his heirs and successors, shall remain absolute rulers of the country, and the jurisdiction of the British Government shall not be introduced into that Principality.

ARTICLE VII.

The Treaty of X. Articles concluded at Mardoor, between Captain Courtland Schuyler and Rajey Phond Sawunt Bhonsla, on the 3rd October 1812, is hereby confirmed: but Rajey Khem Sawunt Bhonsla, having perfect confidence in the justice of the British Government, agrees that if any of his subjects be guilty of crimes within the territories of the British Government, they shall be tried and punished by the Officers of the British Government.

ARTICLE VIII.

Whereas frequent depredations have been committed in the British territory, by subjects of the State of Sawunt Waree, the Regency, on the part of Rajey Khem Sawunt Bhonsla, agrees never to employ in the service of the Government of Sawunt Waree, Sumbhajee Sawunt, or Babna Gopal, the principal instigators of these depredations. The Regeney further engages to deliver up to the British Government such of the perpetrators of those depredations as it may be in their power to apprehend, and whose names have been given in by Major Ge-

neral Sir William Grant Keir, K. M. T. It is further stipulated and agreed, that all subjects of the state of Sawunt Waree, who may in future be guilty of plundering the territories of the British Government, or any of its allies, are to be given up to the British Government, to be punished according to the laws of that Government, and in the event of the real criminals not being given up, the amount of the property plundered is to be paid by the Government of Sawunt Waree to the British Government.

ARTICLE IX.

The Regency on the part of Rajey Khem Sawunt Bhonsla, cedes, in perpetuity, to the British Government, the forts of Réree (Yeshwuntgur) and Newty, together with the lands round those forts which have hitherto belonged to their jurisdiction, comprehending the districts of Pant and Ajgaum, and the whole line of sea coast from Karlee river to Vingorla, and from Vingorla to the Portuguese territory; and as Sumbhajee Sawunt and Babna Gopal are unable to reimburse the claims of the British Government, out of consideration to the Rajey Khem Sawunt Bhonsla, those claims are expressly relinquished, on the part of the British Government.

ARTICLE X.

As a further security against a renewal of the depredations committed by the subjects of the Sawunt Waree Government, the Regency, on the part of Rajey Khem Sawunt Bhonsla, agrees to admit any British detachment that may be thought necessary by the British Government, into any part of the territory of Sawunt Waree, and to afford it every assistance in seizing plunderers and freebooters.

Concluded at Majgaum, the 17th February 1819.

(Signed) WILLIAM GRANT KEIR,
Major General.

The above Treaty, consisting of X. Articles, was agreed to by Rajey Khem Sawunt Bhonsla, Bahadoor, Sirdesaee, with the approval of Nurbuda Baee, and Savitree Baee.

(A true translate of the last paragraph.)

(Signed) G. HUTCHINSON,
Interpreter.

Treaty with the Regency of Sawunt Waree, dated the 17th February 1820.

Large Seal of the Waree State.

Articles of Agreement stipulated and agreed upon between the Honorable East India Company and the Regency of Sawunt Waree, on the part of Rajey Khem

Sawunt Bhonsla, Bahadoor, Sirdesaee of Koodal, and its dependencies, settled by Captain GIDEON HUTCHINSON, *in charge of the Political duties, on the part of the British Government; and by* RAJEY KHEM SAWUNT BHONSLA, *Bahadoor, on the part of the Government of Sawunt Waree, by virtue of full powers from the British Government, on the one part, and with the concurrence and consent of the Regency of Sawunt Waree, on the other.*

ARTICLE I.

The British Government, in token of its friendship towards the Sawunt Waree State, and to evince that it demanded the cession of the Ajgaon and Pant districts, ceded by the Treaty concluded on the 17th February 1819, for the sole purpose of putting an effectual stop to the depredations committed in the Honorable Company's territories, by the subjects of the Sawunt Waree State, does hereby restore to Rajey Khem Sawunt Bhonsla, Bahadoor, the Ajgaon and Pant districts, (with the exception of the Forts of Yeshwuntgur (Réree) and Newty, and the villages forming the line of sea coast,) and the undermentioned villages, in perpetuity, viz.,

In Turuf Ajgaon.

1	Muojé	Ajgaon.
1	„	Asolee.
1	„	Nanos.
1	„	Aruvdé.
1	„	Tuluvné.
1	„	Tiruvré.
1	„	Kinlé.
1	„	Gooldoové.
8		

In Turuf Burdavé.

1	Muojé	Véras.
1	„	Vusurgaon.
1	„	Koondé.
1	„	Kansrul.
1	„	Kusvun.
1	„	Kusal.
1	„	Purvé.
1	„	Gaonraeeteerowre.
8		

In Turuf Pant.

1	Muojé	Pant.
1	„	Terolee.
1	„	Chendvun.
1	„	Kuvthee.
4		

ARTICLE II.

It is expressly agreed and stipulated, on the part of the Regency, for and in behalf of Rajey Khem Sawunt Bhonsla, Bahadoor, that no person of or belonging to the above-named places, and others that may be hereafter given, on any account or cause whatsoever, shall be responsible, or punished for any acts committed or done by the order, sanction, or cognizance of the Honorable Company, prior to the date of their being delivered to the possession of the Sawunt Waree State.

The above Treaty, consisting of II. Articles, was agreed to and concluded by Rajey Khem Sawunt Bhonsla, Bahadoor, Sirdesaee of Koodal, and its dependencies, with the approval of Nurbuda Baee and Savitree Baee, at Sawunt Waree, the 17th day of February 1820 (corresponding to Thursday, the third of Rubee-ool-Akhur, in the year Soor Sun Ushreen Mya Tyne Wu Uluf).

(Signed) GIDEON HUTCHINSON,
Captain in Charge, Pol. Duties.

MEMORANDUM.—This Treaty was confirmed by the Bombay Government, on the 9th March 1820.

Engagement entered into by the Sirdesaee of Sawunt Waree, dated the 25th December 1832.

Memorandum agreed to by Rajey Khem Sawunt Bhonsla, Bahadoor, Sirdesaee Prant Koodal, and Mahals—Soor Sun Sullasheen Mya Tyne Wu Uluf.

My country has been thrown into disorder and confusion more than once, through my own misconduct, and the Hon'ble Company now, at my request, undertakes to restore my authority: I therefore engage to act up to the following conditions, on which alone the assistance of the Honorable Company is extended to me.

ARTICLE I.

I will appoint Withul Rao Mahadeo Subnees, my Karbharee, to manage the affairs of my State, and I will not remove him without the consent of the British Government.

ARTICLE II.

Whatever measures of reform, for the reduction of my expenses, or those of my State, and whatever arrangements, for the satisfaction of those whom my misgovernment has rendered discontented, the said Karbharee may advise, and the British Government may sanction, I will authorize, and act up to and enforce, and I will offer no obstructions whatever; and I will engage, to the utmost of my ability and power, always to support the said Minister in the discharge of the duties entrusted to him.

ARTICLE III.

If I fail in either of these conditions, I shall have deservedly forfeited the friendship and confidence of the British Government, with whom it will then

remain to make a suitable arrangement for the State, preserving the Musnud to my son, according to the Treaty.

ARTICLE IV.

Whatever extra expenses are required on account of the troops, or for any other causes relative to the settlement of the Principality, I agree to defray.

The above IV. Articles I agree to. Dated 2nd Chundru Shaban, corresponding with 3rd Poush Shood Shukay 1754, Mundunnam Sumwutsuré (25th December 1832). The Memorandum executed on the 19th instant did not contain the name of the Karbharee appointed, in consequence of which this Memorandum is drawn up, and the first destroyed.

Small Seal of the Sirdesaee of Sawunt Waree.

(True translation.)
(Signed) G. GIBERNE,
Principal Collector.

MEMORANDUM.—This Agreement was approved by the Bombay Government, on the 15th January 1833.

Agreement with the Sirdesaee of Sawunt Waree, dated the 15th September 1838.

Agreement entered into between ALEXANDER ELPHINSTON, *Esq., Collector of Zilla Rutnagherry, and* UJUM RAJEY KHEM SAWUNT BHONSLA, *Bahadoor, Sirdesaee of Prant Koodal, Sunsthan Soondur Waree (Sawunt Waree), dated 25th Jumadee-ool-Akhur, Soor Sun Tissa Sullaseen Mya Tyne Wu Uluf; (corresponding with the 15th September* 1838, A. D.)

ARTICLE I.

Ujum Rajey Bahadoor does hereby renounce all claim to the sea and land Customs, including the fee for stamping piece goods, which he has hitherto levied within, as well as on the borders of the territory of the Waree Sunsthan; Hereafter the Rajey Bahadoor has no claim to the above-mentioned items of Customs.

ARTICLE II.

Ujum Rajey Bahadoor does hereby make over to the British Government the right of establishing Nakas on the frontier of the Waree Umul, and the territory, consisting of Perné and other Mahals now held by the Portuguese of Goa, and of levying Customs there, as also of levying Sea Customs at the port of Banda. The British Government can levy the Customs according to its own Rules, and in any manner it pleases, to which levy the Rajey Bahadoor is not to raise any objection, on any account.

ARTICLE III.

With the exception of the places mentioned in Article II. of this Agreement, the levy of land Customs, including the fee for stamping piece goods, at all other places in the Waree Sunsthan Umul, is abolished.

ARTICLE IV.

The British Government shall annually make a certain payment to the Rajey Bahadoor, in lieu of the sea and land Customs, including the fee for stamping piece goods, which the Waree Sunsthan hitherto levied, and of the huks which the Hukdars received direct after examining the collections for the three years, viz. 1834-35, 1835-36, and 1836-37, and after fixing the average or a third of the total thereof, the amount of the average shall be annually paid to the Rajey Bahadoor.

ARTICLE V.

The Rajey Bahadoor having signified his wish to the British Government, that articles imported from Goa, for his own use, and for the use of his Durukdars, might be exempted from Customs as long as the Customs did not exceed Rupees five hundred, the British Government complied with the request, and with a view to avoid constant trouble, the British Government agrees to pay annually to the Rajey Bahadoor, on account of the remission, a sum of Rupees five hundred, in cash, in addition to the amount of average alluded to in Article IV. and therefore the Rajey Bahadoor is not to raise any dispute on account of the above exemption.

ARTICLE VI.

If the British Government should give orders to re-establish the levy of land Customs in its own dominions, the Rajey Bahadoor is at liberty to levy Customs within his territory at all land Nakas, with the exception of the above mentioned Nakas, on the Waree and Goa frontier and sea-ports, which have been made over to the British Government for the purpose of establishing Nakas. If the British Government should not issue orders to levy land Customs in its own dominions, the Rajey Bahadoor is not at liberty to levy them within his own territory. But should a decision (for levying) be passed (by the British Government), then the difference between the average of the Customs of the frontier and sea-port Nakas, and the average agreed to be paid to

the Rajey Bahadoor, in Article IV., (that is) the average of the Customs of the Nakas at which the Rajey Bahadoor may commence levying Customs, is not to be paid to him by the British Government.

The above are the VI. Articles agreed upon.

Dated 25th Jumadee-ool-Akhur, (15th September 1838, A. D.)

Small Seal of the Waree State.

(True translation.)

(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

MEMORANDUM.—This Agreement was confirmed by the Bombay Government, on the 12th October 1838.

Proclamation against the performance of the RITE OF SUTTEE, *in the* SAWUNT WAREE TERRITORY.

Dated the 29th November 1843.

PROCLAMATION.

The rite of Suttee is a sinful and unjustifiable taking of human life, and has, in consequence, been entirely abolished in all the territories subject to the Honorable Company's Government, since the year A. D. 1829-30; and also subsequently to that time many powerful States and princes have, at the advice of the British Government, totally put a stop to it in their respective dominions. In like manner, since the Waree State has been managed through the interposition of the British Government, no Suttee has been permitted to take place; but as yet no formal Proclamation has been issued on the subject.

Notice is therefore hereby publicly given to all the inhabitants of this principality, that the rite of Suttee will not be permitted to take place in this State; but that it is entirely prohibited; let no one therefore now attempt to commit Suttee; and let every one use his best endeavours to prevent any one from attempting it, and should any one attempt it, let information be immediately given to the Sirkar. And be it clearly understood that any person assisting in the rite of Suttee, or not giving immediate information of any one attempting it, or not using his best endeavours to prevent the rite, shall be considered as guilty, in the eyes of the Sirkar, of the gravest offence, and will render himself liable to the severest punishment.

(Signed) J. P. WILLOUGHBY,
Secretary to Government.

Bombay Castle, 29th November 1843.

SENNA.

Treaty with the Imaum of Senna, dated the 15th January 1821.

Articles settled between the UMEER FUTHOOLLA, *the Agent for the Imaum Mehedee, the Chief of Senna (and) of the City of Sam, and between the Agent of the English Government, Captain* WILLIAM BRUCE, *in the year* 1236 *Hijree, (or* 1821 A. D.)

ARTICLE I.

The Resident (Vukeel) who may be stationed on the part of the English Government, at the Port of Mokha, shall have with him thirty soldiers of their army, like the Residents at Bussora, Bagdad, and Bushire.

ARTICLE II.

The Resident (Vukeel) who may be stationed in the Factory, on the part of the English Government, shall have respect, attention, dignity, and consideration from the Governor; and those who are dependents of the English Government may ride on horses, &c. (and) in any mode they may feel inclined, and he (the Resident) may go out of the cities, and into the cities for his pleasure and to refresh his spirits; and he may go out through any of the gates, especially out of the Shâdulee; he may go out mounted on horseback, &c. and he may enter mounted, being free in his mind. It is necessary that there be none to hinder him, nor shall any person say any thing to him, and to him there shall be respect, as at the other ports of Bagdad, Bussora, Bushire, and Muscat.

ARTICLE III.

As for the dead of the English, whose souls the Almighty and Supreme God orders to be snatched away, there shall be a place appointed and set apart for them; the English may bury their dead in it. No one shall say to them, "the practice of your sect is so and so, it is not good."

ARTICLE IV.

The Agent (Vukeel) of the English Government, who is stationed at the port of Mokha, if it should please his mind to go out, may go out to Senna to His Highness the Imaum Mehedee, for mental recreation; no one shall hinder him, and the Hakim of Mokha shall grant, of his own army, an escort, for a safeguard on the road, and there shall be no obstruction (offered to him).

ARTICLE V.

In regard to the English merchant ships, it was a custom that they should pay 400 rials, as anchorage Duty, but from this day (15th January 1821) it

ceases; there is nothing leviable from them; their situation is similar to that of the Government vessels (*i. e.* Honorable East India Company's), and the King's ships (*i. e.* men of war of the Royal Navy). If their cargoes should be brought on shore, there is nothing leviable on them, of the 400 rials. This is (the matter) which was discussed and fixed without being referred to Senna, on condition that hostilities should cease, and that the entrance to the port should not be closed during this season, nor the means of ingress to it and egress from it interrupted.

Article VI.

All merchants who are dependents of the English Government, under their protection, and under their flag, may transact their affairs (trade) at the bunder of Mokha; especially the Mahomedan natives of Surat. If there be disputes among these (latter), and any one of them should wish to be judged according to the Mahomedan law, no opposition is to be made to their wishes.

Whenever there may be (any dispute) between the people ("Jemaut") of the Resident, and the subjects of the port of Mokha; a person may be present on the part of the Resident, before the Hakim of Mokha, to take notice in regard to the crime and misdemeanour of the person who may have been guilty of wrong. If the native of the country be in the wrong, the Hakim of Mokha is to punish him, but if the misdemeanour or wrong should have been committed by the English soldiers, then the Resident is to punish them.

This VI. Article is one of the two which were referred to the Imaum Mehedee, for his consideration, and the Shureef's answer having arrived, was given into the hands of Captain Bruce, a copy being retained by the Umeer Futhoolla, and after receipt of the answer there was some deliberation between the Umeer Futhoolla and Captain Bruce. The upshot is written above.

Article VII.

In regard to Duties on exports from the port of Mokha, two Koroosh and a quarter shall be paid on one hundred, (2¼ per cent.) as with the French, who pay two Koroosh and a quarter on the hundred, and the Rules for imports into the port of Mokha for the English Government, and for the English merchants, shall be the same.

This VII. Article is one of the two Articles, the consideration of the items of which was referred to His Highness the Shureef Mehedee, and to which the answer returned by the Shureef was as follows:

"We have remitted three-quarters of a Koroosh, of the three Koroosh per "cent. (now leviable), and this upon all goods imported into the port, in the "name of the English Sirkar and their merchants; more is not to be exacted of "them than 2¼ Koroosh per cent., both upon goods imported and upon goods "exported, and this is as a mark of our regard and respect for the aforesaid,

"and for the preservation of the intercourse and friendship between us and "them, as it existed between those who went before us."

Dated Rubee-oos-Sance, 1236 *of the Hijree* (A. D. 1821).

(Signed) W. BRUCE,
Government Agent, Mokha,
15th January 1821.

Seal of Umeer Futhoolla Mehedee.	Seal of Kazee Mahomed bin Ismail.	Seal of Kateb Bash Fukeeh Husun.	Seal of Fukeeh Hoosen.	Seal of Umeer Buhur Alee Musood.	Seal of Umeer Muhtuba Kowsur Mehedee.
(Signed) UMEER FUTHOOLLA MEHEDEE.	(Signed) KAZEE MAHOMED BIN ISMAIL.	(Signed) KATEB BASH FUKEEH HUSUN.	(Signed) FUKEEH HOOSEN.	(Signed) UMEER BUHUR ALEE MUSOOD.	(Signed) UMEER MUHTUBA KOWSUR MEHEDEE.

APPROVED.

(Signed) JOHN RICHARD LUMLEY,
Captain of His Majesty's ship "Topaz,"
and Senior Officer.

(True translation.)
(Signed) C. J. ERSKINE,
Deputy Secretary to Government.

MEMORANDUM.—*Each of the VII. Articles of this Treaty was separately signed, and sealed, by the contracting parties.*

NOTE.—The draft of this Treaty was originally drawn up by Captain BRUCE, in English, and was afterwards translated into Arabic, by a Moonshee, belonging to that Officer's Establishment. It was subsequently discovered (in 1822) that the two versions differed in many important particulars; that adopted in this compilation is a literal translation of the Arabic version, to which the seals and signatures of the Members of the Mokha Council were attached, at the time of concluding the Treaty, and is therefore considered to be binding between the contracting parties. Hence the cause of the numerous differences which, on comparison, will be found to exist between the present version of this Treaty, which has been prepared in the Persian Secretary's Office, and that contained in former compilations, in which, by an oversight, the Treaty has been inserted according to the original English draft, framed by Captain Bruce.

SHOA.

TREATY BETWEEN HER MAJESTY THE QUEEN OF ENGLAND AND THE KING OF SHOA. DATED THE 16TH NOVEMBER 1841.

Treaty of Amity and Commerce, made and concluded between His Majesty SAHELA SELASSIE, *King of Shoa, Efat, and the*

Galla, on the one part, and Captain WILLIAM CORNWALLIS HARRIS, *under the authority of His Excellency the Governor of Bombay, in the name and on the behalf of Her Most Gracious Majesty Victoria, Queen of Great Britain, Ireland, and the Indies, on the other part.*

Whereas Commerce is a source of great wealth and prosperity to all those Nations who are firmly united in the bonds of reciprocal friendship, and whereas the conclusion of a Treaty of Perpetual Amity and Commerce, betwixt Shoa and Great Britain, which has already been desired by their respective Sovereigns, would tend to the mutual advantage of both Nations; and whereas tokens of amity and good will have been mutually exchanged between His Majesty of Shoa and Her Britannic Majesty; and whereas it is desirable that the Articles and Conditions should be specified, whereupon the desired commercial intercourse betwixt the two Nations should be conducted; Now it is hereby declared, done, and agreed, as follows:—

ARTICLE I.

That a firm, free, and lasting friendship shall subsist between His Majesty Sahela Selassie, King of Shoa, Efat, and the Galla, and his lineal successors, and between Her Most Gracious Majesty, Victoria, Queen of Great Britain, Ireland, and India, and her lineal successors.

ARTICLE II.

That for the purpose of preserving and maintaining the friendly relations subsisting between the two nations, His Majesty of Shoa, and his lineal successors, shall receive and cherish any Ambassador or Envoy whom Her Britannic Majesty and her lineal successors may see fit to appoint, and shall preserve inviolate all his peculiar rights and privileges.

ARTICLE III.

That for the like purpose, Her Britannic Majesty, and her lineal successors, shall, in the same manner, receive and cherish any Ambassador or Envoy whom His Majesty of Shoa and his lineal successors may see fit to appoint, and shall equally preserve inviolate all his peculiar rights and privileges.

ARTICLE IV.

That under the following conditions, a commercial intercourse be allowed and encouraged, betwixt the subjects of Shoa and the countries beyond that Kingdom, and the subjects of Great Britain.

ARTICLE V.

That an Import Duty of five per cent., and no more, shall be levied and received by His Majesty of Shoa and his lineal successors, upon all British

goods and merchandize imported into the Kingdom, whether for sale therein, or in the countries beyond.

ARTICLE VI.

That this Import Duty of five per cent. shall be assessed upon the current value of the merchandize at the market place of Alis Amba, and shall be paid either in kind or in specie, at the option of the merchant.

ARTICLE VII.

That the said Import Duty having been first duly discharged, the merchant shall be at full liberty either to dispose of his goods within the territories of Shoa, without prohibition to the buyer, or to convey them elsewhere, without restraint or molestation.

ARTICLE VIII.

That British merchants shall be at liberty to purchase within the territories of Shoa all such commodities as they may think proper, whether the produce of those territories, or imported from the countries beyond them, and export the same without the payment of any Duty whatsoever.

ARTICLE IX.

That the goods and merchandize of all subjects of Shoa, who may visit Great Britain, shall in like manner be liable to no greater Duties than are already levied, or may hereafter be levied upon the immediate subjects of Great Britain.

ARTICLE X.

That in view to the augmentation and promotion of commerce between Shoa and Great Britain, His Majesty of Shoa, and his lineal successors, shall encourage all merchants to bring the produce of the interior of Africa through the dominions of Shoa, and especially such articles as are best suited to the British market.

ARTICLE XI.

That with a like view, Her Britannic Majesty, and her lineal successors, will encourage British merchants to import into Shoa such articles as will prove most acceptable within the same.

ARTICLE XII.

That for the better security of merchants and their property, His Majesty of Shoa, and his lineal successors, and Her Britannic Majesty, and her lineal successors, will respectively, to the utmost of their power, endeavour to keep open and secure the avenues of approach betwixt the sea-coast and Abyssinia.

ARTICLE XIII.

That with a view to the promotion and encouragement of reciprocal intercourse between the respective subjects of the two nations, no hindrance or

molestation be offered to British travellers, whether residing within the territories of Shoa, or visiting the countries beyond.

ARTICLE XIV.

That the effects of such travellers, not intended for sale, shall be liable to no Duty of any sort, and shall in every respect be held personal and inviolable.

ARTICLE XV.

That in like manner, no subject of Shoa shall meet with any hindrance or obstruction whilst residing in any part of the dominions of Her Most Gracious Majesty, Queen Victoria, nor shall he be prevented from proceeding beyond them, at pleasure.

ARTICLE XVI.

And lastly, that a strict reciprocal observance of all the foregoing Articles and Conditions shall be regarded as a proof of the continued desire, on the part of both the contracting Sovereigns, for a lasting and permanent friendship.

Made and concluded at Angollallah, the Capital of the Kingdom of Shoa, on the tenth day of the month Hēdar, one thousand eight hundred and thirty-four, of the Abyssinian Æra (corresponding with the sixteenth day of November, in the year of our Lord one thousand eight hundred and forty-one), being the twenty-ninth of the Reign of His Majesty Sahela Selassie, and the fifth of Her Majesty Queen Victoria.

Seal of the King of Shoa.

(Signed) SAHELA SELASSIE, who is the King of Shoa, Efat, and the Galla.

(Signed) W. C. HARRIS.

Seal of Captain Harris.

(A true copy.)
(Signed) W. C. HARRIS,
Captain, Engineers, on special duty.

MEMORANDUM.—*The records of the Bombay Government do not show whether this Treaty was formally ratified by Her Majesty Queen Victoria; Under date the* 31*st May* 1842, *however, Her Majesty's Secretary of State for Foreign Affairs was informed that the Lords of the Committee of Privy Council for Trade saw no objection to this Treaty, which they considered would "be beneficial to the "contracting parties; but that it must be understood that, in regard to goods, "wares, and merchandize, the Subjects of Shoa can only enjoy in the United "Kingdom, the same advantage as British Subjects shall, in respect to goods, wares, "and merchandize, the produce of, and legally imported from Shoa." An intimation to this effect was made by the Government of Bombay to Captain Harris (then at Shoa), on the* 26*th August* 1842, *for his "information and guidance."*

SIND.

Purwana granted by GHOOLAM SHAH ABBASEE, *Prince of Sind, in favor of the Hon'ble English East India Company, dated the* 18*th Mohurrum, or* 22*nd September* 1758, A. D.

BE IT KNOWN TO ALL COMMANDERS, OFFICERS, FARMERS, AND INHABITANTS OF DHURAT,* LAREE BUNDER, AURUNGABUNDER, CAVANDREE, DARAJAH, CHAVOTRA MASSOOLLIE, NAKASS, BARBANDIE GOOL ABAJAR, GOOJAR, RAJAGUNT, JOHILDAR, SARKAR CHACHAGON, CHACARHALAN, SARKAR NASSARPOOR, HALLARCANDY, SARKAR SUISTAM, COODABAGE, SARKAR LORAH, &c. PLACES BELONGING TO SARKAR, That Mr. Sumption, Goomashtah or Agent, did, for and in behalf of the Governor, belonging to the Hon'ble English Company of Bombay, inform here, that on all the goods he purchases and sells for the Honorable Company, he pays no more than 1½ per cent. Customs on the market price, which I hereby confirm and order, that no more than that Custom may be received of him as usual; but on all Europe goods which shall be sent from Bombay here, and hence to Coodabage, Lorey, Mooltan, &c., or any brought from thence, they are to pay on the same half of what Customs, &c. charges (such as passports, convoy, lodgings, Duar Touff Cana Chowkey, &c.) the Mooltanee merchants pay; and should there be such goods as the Mooltanees never carry, and it be impossible to know the charges and Customs on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand anything more, and the same Customs, &c. as are above mentioned, they are to pay on Hing, Indigo, &c. goods which they never bought before, and they are also to pay 1½ per cent. Custom on the saltpetre, be it bought by themselves, or by any body for them, in Sirkar's place, or anywhere else; but no Officers, farmers, &c. are to demand any thing more from them, but let them carry on their trade unmolested; and the above-mentioned goods nobody else shall have liberty to buy; and I further order, that should their goods not be disposed of, and they want to carry them back, no Custom shall be demanded on them, nor on any provisions (such as cattle, goats, &c. provisions) which they may provide at Tatta and other places, to send on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their Gardeners' boats, vessels, &c., conveyances, or send them on any Sirkar's business, and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them, in passing and repassing, it being contrary to our rules; and in short no one

* NOTE.—In the spelling of these words the form has been adopted which is used in the Manuscript copy of this Purwana recorded amongst the records of the Bombay Government for the years 1758-59.

must presume to make any new Custom to their prejudice, by any former Rules or rates, or in any shape put any affront on them and their people; they have also free liberty to provide any sort of grain, and sell the same, and any Europe goods, at any rate they please. The Customs on the Duppers of Ghee, Oil, &c., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each Dupper, chest, or pot, without weighing them again. The Customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate as was usual in the time of the Prince Mahomed Moorad, and should the (English) Governor either buy, or build a house for a factory, at Aurungabunder, or at Tatta, my said people are to give all assistance, that it may cost but a reasonable price; and he is to have all encouragement for carrying on his trade, as it will be an advantage to the Government, but no other nations that wear hats shall have permission for it; and as it is very necessary that I should encourage and please the English, I hereby order, that an entire compliance may be shewn to this, without demanding any new order every year.

Dated 22nd September 1758.

Purwana granted in favour of the Hon'ble English East India Company by GHOOLAM SHAH, *Prince of Sind, on the 22nd of April* 1761.

BE IT KNOWN TO ALL FUKEERS, GOVERNORS, OR OTHER OFFICERS, WHO NOW ARE, OR HEREAFTER MAY BE IN AUTHORITY, IN THE DEPARTMENT OF CUSTOMS, OR FARMS AT TATTA, SHAH-BUNDER, AURUNGABUNDER, KURACHEE, OR DARAJEE, THE CUSTOMS ON CATTLE, &C. CALLED NUKASH, PACKAGE, GRAIN, BAZAR CUSTOMS ON LEATHER, AND THE GOTT CHUABAR, THE SIRKAR OF CHACHLON AND CHOKER-HOLLA, THE SIRKAR OF NARSIPORE, &C., HALLACUNDU, THE SIRKAR OF SEVESTAN, COODABAD, RAREE, AND ALL OTHER PLACES WITHIN OUR DOMINIONS, That the Noble Mr. Erskine, an Englishman, and Resident for Affairs of the potent, magnificent, and Honorable English Company in Sind, being come to our Court, for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honorable Company, granted, and do hereby particularly order, that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Sind, or the Soobah of Tatta and Buchor, or any other of the Bunders under our authority.

Whatever goods or merchandize belonging to the said factory, or its dependents, shall be imported at any of the Bunders, are to be exempted from paying any Import Customs, agreeable to our former grants, and therefore none are to be demanded. If they carry goods either from the Bunders to

Tatta, up country, on paying the Customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade with ease and satisfaction. Whatever goods they may export from any of the Bunders, are to pay (1½) one and a half per cent., agreeably to our former Purwana*; or if goods are purchased by them, and exported from Tatta, they are to pay such Customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Sind, or within our dominions; or if they purchase and export this article, they shall be punished in such a manner as shall deter them from ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the Custom farmers, at such places, shall receive the Customs thereon, as formerly, that the said Company's dependents may carry on this trade to their satisfaction. If they dispatch their own Dingeys, Gallivats, or other vessels to the bar, after proper precautions, permission shall be granted, and they meet with no impediment, which is to be strictly observed, or if their said vessels are sent up and down the river, on their factory business, and passing under Shah Gurr, or by the guard vessels, &c., on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their Ships, Gallivats, Boats, &c. should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our Officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessaries belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah Bunder, or make a garden for his recreation, on any spot of ground he may like, he is to receive all the assistance possible for doing it quickly; and whatever former Sunuds they have received, are to remain in full force, and not to be objected to or disputed, on any account. It being our pleasure to satisfy the said Honorable English Company, therefore the above must be strictly observed, and no new Purwanas demanded.

Dated the 16th of Rumzan 1174, *(or the 22nd of April* 1761, A. D.)

Purwana granted by Ghoolam Shah, *Prince of Sind, on the 22nd of April* 1761.

Be it known to all Fukeers, Governors, and other Officers who now are, or hereafter may be employed or concerned, either

* Dated the 22nd September 1758. Vide page 678.

IN THE COLLECTING OR FARMING THE CUSTOMS, FROM THE SEA TO RAREE, AND ALL OTHER PLACES WITHIN OUR DOMINIONS, That Mr. Erskine, Resident of the Honorable English Company's factory in Sind, and their other servants and dependents, send boats and camels up and down in our dominions, with trade and merchandize: you are, therefore, on seeing this Purwana, not to demand the usual charges of Moree, Misree, or Goozurbanee, or Sooze, and employ them on our business, on any pretence whatever; nor is any person belonging to us, on any of the above accounts, to impede, or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the Customs increase.

Let this be most punctually observed, and no person offer to dispute it.

Dated the 16th of Rumzan 1174, *(or the 22nd of April,* 1761, A. D.)

Purwana granted by GHOOLAM SHAH, *Prince of Sind, on the 23rd of April* 1761.

BE IT KNOWN TO THE OFFICERS OF THE CUSTOMS, OR FARMERS OF THE REVENUES, APPERTAINING TO THE ZUMEENDAREE OF SHAH BUNDER, AND CACHRAWLY, That at this time Mr. Erskine, Resident for the Honorable English Company, in Sind, has requested that all their vessels might be exempted from paying the Moree of 25 Rupees on each vessel, formerly paid the Imaum; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of 25 Rupees on each vessel, and now order you not to demand the same; but if more than the sum of 25 Rupees was formerly paid for each vessel, the overplus is to be recovered.

LET THIS BE STRICTLY OBSERVED.

Dated the 17th of Rumzan 1174, *(or the 23rd of April* 1761, A. D.)

Purwana granted by the Prince of Sind, in favour of the Honorable English East India Company, dated the 18th August 1799.

Signature of the Private Secy.
Signature of the Moonshee.
Seal of Meer Futteh Alee Khan.
Signature of the Public Secretary.
Signature of the Accountant.

THE COLLECTORS AND FARMERS, AT THIS PERIOD AND HEREAFTER, OF THE TOWN OF KURACHEE, WILL UNDERSTAND, That at this time Mr. Crow, English-

man, Vukeel of the asylum of valour, wisdom, and intelligence, the Honorable Jonathan Duncan, Governor of Bombay, and Surat, on the part of the exalted, noble, powerful, renowned English Company, Bahadoor, has arrived at our presence, and requested the establishment of a Commercial Factory in the town of Kurachee, and the Adjustment of Customs on merchandize, export and import, to and from foreign ports, and purchases and sales in the territores of Sind, and other exportations and importations. For the sake, therefore, of the friendship of the English Company, one-third in the article of Customs only shall be remitted in the collections of Duties, on the trade of the English factory, and all the fees levied as usual with the other merchants. It is commanded that you forego, then, in levying Duties on the trade of the English factory, one-third in the article of Customs only, collecting all the regulated fees as usual, amongst the merchants, in order that the Agents of the English may with confidence labour to increase our Customs, and their own trade. On account of weight or measure of their goods, or the inspection of trunks of the Resident's baggage, no molestation must be offered, but his invoice and word be taken. The Duties on provisions, and articles of consumption of the English, and the crews of their ships, and the fee of Moree on their Ships, Vessels, and Dingeys, to be regulated by the Custom in use amongst other merchants. If by accident, any Ship or Dingey belonging to the English, coming or going with cargo, to or from Sind, should be stranded or sunk on the coast of Kurachee, the best assistance is to be rendered towards recovering her, and she must, without hesitation, be delivered up; the English Resident discharging the expenses of the labourers. The dependents of the Resident are not to be pressed on Government service, nor compelled to purchase Government property. A spot of ground for a country house to the English factory, and four Beeghas of ground for a garden, outside of the fort of Kurachee, are given to the Resident, with exemption from land or tree tax, and it is commanded that they be delivered to him, wherever he may prefer, there being no inhabitants, nor claims of possession. Towards building the house, you will afford assistance; the English Resident paying the expenses. Maitre Suchanund, Collector for the time being, will levy Customs on the merchandize of the English, and the importation of their ships, according to the above written, the garden excepted; and all other fees he will remember agreeably to the purport of this, which is peremptory.

Dated the 16th of Rubee-ool-Awul, in the year of the Hijree 1214 *(the 18th of August* 1799 *of the Christian Era).*

It is repeated, that the Customs and Fees are to be levied in correspondence with the established rates of impost underneath detailed.

Customs and Fees on all Exportations and Importations by Sea.

CUSTOMS.

3 Rupees and 1 Qr. per cent. on the market price of imports.

2 Rupees per cent. on the amount purchase of exports (one-third excused in this article of Customs only).

FEES.

Moajdurea.—One Pice upon every Rupee in the amount of Customs.

Foujdaree.—Rs. 1-2-4 per cent. in the amount purchase.

Luwazime Gutree.—Rs. 18 on every bale of Tatta piece goods exported.

Moree.—Upon vessels of all burdens, Rs. 2-3-75 arriving, Rs. 2-1-75 departing.

Khirwaree.—Upon wheat, rice, jowaree, Rs. 2-2-0 the Khirwar, imported or exported.

Upon barley and paddy, Rs. 1-1-0 the Khirwar.

Upon white gram, Rs. 1-3-0 do.

Customs and Fees on all Importations and Exportations by Land.

Customs and Fees upon all dealings with the Patan Merchants.

CUSTOMS.

Rs. 3-1-0 per cent. upon all sales and purchases (not excused).

FEES.

Booratun.—1 Rupee per cent. upon sales and purchases.

Moajdurea.—1 Pice on every Rupee, amount Customs.

Nut.—2½ Pice on every camel's load.

Customs of Kurachee upon all dealings of other Merchants.

4 Rupees 1 Qr. per cent. on all value of imports above Rs. 4-3-0.

3 Pice on every Rupee value below that sum.

2 Rupees per cent. on the market price of exports (these are the rates on all articles but grain, one-third excused).

FEES.

Booratun.—1 Rupee per cent. on the market price of all imports or exports.

Nut.—1½ Anna on every camel's load of grain, coming or going.

2½ Pice on every camel's load of other goods, coming or going.

Moajdurea.—1 Pice on every Rupee amount Customs.

Dhurtoya.—1½ Seer and 2 annas weight on each Khirwar of grain, if brought from the country, and immediately laden on boats.

Choongee.—24 Seers on each Khirwar, in the same circumstances.

Rates of Duty on distinct articles.

Upon every camel's load of indigo brought from Khorasan to be exported, if large, 22 Rupees; if small, 15.

Upon assafœtida brought from Khorasan to be exported, 14 Rupees per 8 maunds.

Upon all articles besides those brought from up the country, and immediately exported, 2 Rupees per cent. (not excused).

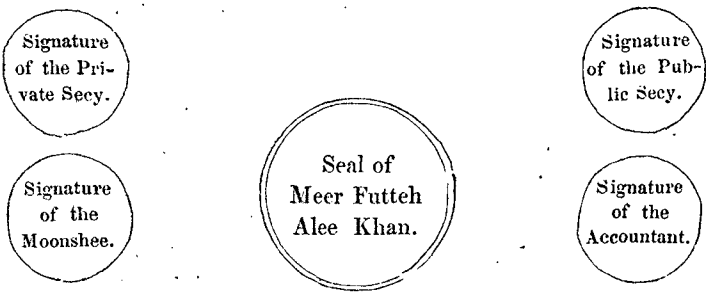
Upon lead and iron, if purchased in Kurachee and sent abroad, a fee to the Collector of 1 Rupee on each maund of lead; and on each maund of iron, 8 annas.

Dated the 18th August 1799.

(True translation.)

(Signed) NATHAN CROW.

Purwana granted by the Prince of Sind, in favour of the Honorable English East India Company, dated the 23rd August 1799.


Signature of the Private Secy.
Signature of the Public Secy.
Seal of Meer Futteh Alee Khan.
Signature of the Moonshee.
Signature of the Accountant.

THE JAGEERDARS, PATELS, MAGISTRATES, COLLECTORS, AND FARMERS, AT THIS PERIOD, AND HEREAFTER, OF THE CITY OF TATTA AND OF SHAHBUNDER, IN SIND AND IN LAR, THE DOMINIONS OF THE STATE, will understand, that at this time Mr. Crow, Englishman, Vukeel of the asylum of valour, wisdom, dignity, and intelligence, the Honorable Jonathan Duncan, Governor of Bombay, and Surat, on the part of the noble, powerful, exalted, magnificent Company, Bahadoor, the seat of splendour, strength and excellence, has reached our presence, and requested an adjustment and settlement of Affairs of Commerce for the Factory of his patrons: intent, therefore, upon maintaining the friendship of the above-mentioned illustrious Company, we have directed an arrangement for the collection of Customs, upon merchandize, export and import, to and from foreign countries and ports; and sales and purchases in the Dependencies of Sind, under our sovereignty. It is commanded that the collection of Customs upon goods of commerce, export and import, to and from other countries and ports, and purchases and sales in the territories of our Government, be made according to the detail subjoined, as in the time of the deceased Prince, Ghoolam Shah Kulhorah; and no further exaction be exercised; and besides the English Resident, no other person of the European nations shall be allowed to pass, repass, or trade. On the article of saltpetre, liquid and crystallized, wherever, in the territories of the State, the English may choose to manufacture it, the Customs are to be collected the same as during the reign of Meer Ghoolam Shah Kulhorah. Four Beeghas of garden ground to be exempted from land or tree tax. Also the Dulal, Moodee, Washerman, Miller, Carpenter, Bricklayer, and Shroff, dependent on the factory, are, according to the custom of the aforementioned reign, to be considered privileged, and not to be pressed on Government service, nor compelled to purchase Government property, that the Agents of the English may with confidence and tranquillity be industrious in the increase of their trade, and our Customs. On account of weight, or measure of goods, and the inspection of trunks of the Resident's clothes and

baggage, no molestation shall be offered, but his invoice and word be accepted. Towards the building of any New Factory of the English, every assistance must be given, and the hire of the labourers be paid by the English Agent. In respect to demands on articles of consumption, and apparel of the English, and the crews of their ships, and the fee of Moree on Ships, Boats, and Dingeys, the Rules of Meer Ghoolam Shah's reign are to be observed. If, by accident, any Ship, or Boat, or Dingey, belonging to the English, coming or going with goods, to or from the factory in Sind, should, either on the sea-coast or in the river, be stranded, or sunk, every assistance towards recovering her must be given, that she may be returned; and all expenses of labour must be discharged by the Resident of the English. On whatever goods of the English factory, from their countries which, not finding sale, may be returned, the Customs are to be regulated by the usage in force in the time of Ghoolam Shah Kulhorah. No variation nor contradiction must be adopted.

Account of Duties on all goods at Tatta, agreeably to the usage in the reign of Meer Ghoolam Shah Kulhorah, according to the report of established imposts signed by Shaikh Beg Mahomed and Ensur Doss, former Collectors at that place.

Munzillanee.—From 500 to 2,000 maunds weight of goods brought from Shah Bunder to Tatta Ghaut, 106 Tatta Rupees; from 300 to 500 maunds, 81 Tatta Rupees; from 100 to 300 maunds, 56 Tatta Rupees; under 100 maunds, 5 annas per maund, if brought by water, and 2 annas per maund if by land.

Koot, assafœtida, shawls, and Northern piece goods, imported or exported, 1½ Rupee Tatta, per hundred, on the valuation in Chulney Rupees.

Woollens brought from Shah Bunder to pay 8 annas Tatta per maund.

On purchases of piece goods in Tatta sent to Shah Bunder, or any of the dependencies of Sind, the Customs to be according to the usage of Ghoolam Shah Kulhora, as by the collections of Shaikh Hoosen Ijaradar, and fees of appraisement agreeably to the custom of other merchants.

Customs of the Mint, on stamping copper coins, 6 Chulney Rupees per maund.

On the valuation of ivory in Chulney Rupees, 9 Tatta Rupees per cent. to be collected from the purchaser.

Customs upon grain of the first sort, 12 annas per Khirwar, and Wukia Nigaree 12 annas per 300 Khirwars. On the 2nd sort, 6 annas per Khirwar, and Wukia Nigaree 12 annas per 300 Khirwars: gram purchased in Tatta and exported, 3 Tatta Rupees Duty upon each Khirwar, and the fee of Bala 2 Rupees and 1 Qr., and Choongee from each Khirwar 3 Toyas.

Fees of permission to purchase grain and to export it to Shah Bunder, 1 Tatta Rupee and a half per Khirwar, on the 1st sort; and 12 annas per Khirwar, on the 2nd sort.

Chitty, Sulamuty, and Munzillanee fees of passing and shipping, according to the practice in force among other merchants.

Small grain exported to Shah Bunder to pay 4 Rupees Chulney per cent. valuation.

Customs upon imported goods to be levied from the English at 1½ Rupee Chulney per cent. on the valuation.

Customs upon saltpetre, liquid and crystallized, 1½ Rupee Tatta per cent. valuation.

Fees on boats laden with goods brought from abroad, each, 1 Tatta Rupee, 38 Pice in full.

Moree upon hired boats to be levied from the owners, according to the custom of the country, and 1 Tatta Rupee upon those the property of the English.

Customs upon camels, horses, oxen, and other animals, 5 Rupees 12 Annas per cent. valuation, in full of all fees.

Customs upon turned and lacquered ware, as trays, boxes, &c., 1½ Tatta Rupees per cent. valuation.

Imposts upon dried and green fruits, vegetables, pickles, &c., half the usual rates paid by the subjects of the country.

On hay purchased, 1 Rupee Chulney per 16 bundles, 1 Rupee upon eight loads of wood, 1 Rupee Soortee upon 6 maunds chunam, and 2 Annas per maund on lime burnt at home.

Gum produced in the garden, to be sold to the Ijaradar, on the same terms as by the husbandmen.

Customs upon timber used in building, to be half what is established.

Chobar and Kusubeybuney fees, 4 Tatta Rupees upon every boat-load of goods, coming and going, and Moree upon every hired boat, according to custom.

Dulolles upon Sukt goods, 12 annas Chulney per cent.

Roosum Kanoongo fees. Water carriage, from 500 to 2,000 maunds, 4 Tatta Rupees; from 300 to 500 maunds, 3 Rupees; from 100 to 300 maunds, 2¼ Rupees; Rukas Barbundy, and Chobar, according to the rates in force during the time of Ghoolam Shah; upon all amounts under 100 Rupees Chulney, 3 Pice per Rupee.

Goozur Sunjee. The writer who could have given information on this head is dead; the Customs of Meer Ghoolam Shah Kulhora to be levied, besides which, the fee of appraisement upon goods, that formerly the Wukemye used to receive as a kind of charity from the English factory, in the time of the Collectorship of Chundy Ram, is now comprised in the Revenues of Government, and is at its disposal.

Account of Customs at Shah Bunder, in the Purguna of Kukrala, according to the usage in the time of Ghoolam Shah Kulhora, as by copy of the established rates, signed and sealed by Shaikh Beg Mahomed, and Ensur Doss, former Ijaradars.

Imports from sea which in the time of Mahomed Moorad Eab Khan were subjected to Customs, and excused by Meer Ghoolam Shah, are now likewise excused.

Articles of Tatta, exported from Shah Bunder, to pay 7½ Tatta Annas per cent. on the invoiced purchase, turned into Chulney Rupees.

Grain and ghee purchased in the Purguna of Kukrala and exported, to pay 1½ Tatta Rupee per cent.

On articles brought from up the country through Tatta, according to the amount settled there, 1 Tatta Rupee per hundred, when exported.

Luwazimeh Pymany. 1 Toya upon each Khirwar.

Ubwaub Sucry. 12 Tatta Annas upon 80 Khirwars.

Ubwaub Mussulmeny. 1 Tatta Anna each Khirwar; 11 Tatta Annas on every bundle of hides exported.

Luwazimeh Choongee. 1 maund on every 100 maunds of Chunnia exported; 12 Annas per cent. on the sale of ivory, valued in Tatta Rupees.

Customs upon goods imported, which may afterwards be sent from the factory by land or water to Tatta:

11 Rupees 7 Annas Tatta on boat-loads above 100 maunds; 2 Tatta Annas per maund land carriage.

Upon grain purchased in Kukrala, and sent to Tatta, 20 Pice per Khirwar of the 1st sort, and 5 Pice on the 2nd sort, and Pymany 1 Toya on each Khirwar.

Customs of the Zumeendaree of Shah Bunder, according to the ancient rule in the time of Jam Deysir, as above mentioned, 1¼ Tatta Rupee per cent. on all exports, according to the English invoice, and 12 annas on imports.

Luwazimeh Munzillana. Each boat 24¼ Tatta Rupees.

Do. do. 1 Anna per maund, land carriage.

Ivory sent up the country to Nuseerpoor and Hallykandy, 10 Annas per cent. Tatta Rupees valuation.

The Canvongo Customs of Kukrala, according to the present usage.

Luwazimeh Sucry. 1½ Tatta Rupee upon 80 Khirwars, exported or imported, of 8 maunds weight, or else 100 Rupees value each Khirwar.

Luwazimeh Mussulmeny. ½ an Anna each Khirwar.

As all the established rates of the Reign of Meer Ghoolam Shah Kulhora are not to be found, the Customs to be collected in all places in Sind and Lar, under the jurisdiction of the State, must be conformable to the copy of a Purwana of that time in their (the English) possession, namely, 1½ Tatta Rupee per hundred, Customs, and half the usual fees.

Maitree Chundy Ram, Custom Master of Tatta and Shah Bunder; and Tar Umul and Man Umul, Collectors of Sind and Lar, will act conformably to this, without deviation or contradiction.

Dated the 21*st of Rubee-ool-Awul, in the year of the Hijree* 1214*; or the* 23*rd of August* 1799, *of the Christian Era.*

(A true translation.)

(Signed) NATHAN CROW.

Purwana granted to the Hon'ble East India Company by His Highness Meer Futteh Alee Khan, Prince of Sind, dated the 12th April 1800.

BY IMPERIAL COMMAND, THE PURPORT OF THIS SUNUD IS TO BE OBSERVED, FROM THE DATE THEREOF.

Seal of the Prince Meer Futteh Alee Khan.

Small Seal of the Prince.

THE COLLECTORS AND FARMERS, AT THE PRESENT TIME AND HEREAFTER, OF THE TOWN OF KURACHEE, WILL UNDERSTAND, That Mr. Crow, Englishman, Vukeel of the asylum of valour, wisdom, and intelligence, the Hon'ble Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, renowned, and powerful English East India Company, has had the honor of rendering himself at our presence, and having, by his fidelity, attention, and attachment, cemented the union and friendship of the two Governments; We have therefore, out of our favor and gracious regard to the satisfaction and convenience of the illustrious Company above mentioned, resolved to remit one-third of the fee of Foujdaree, which is one and a half per cent. on the value of all merchandize, and entirely to excuse the fee of Moajduria, and likewise the fee of Moree, on all dingeys and ships, for two importations of the same vessels in one year. You are, by this writing, instructed of our having granted these exemptions, and ordered to consider them in effect, from the date of this Sunud, and to act conformably.

Two-thirds of the fee of Foujdaree, and two-thirds of the Customs, according to our former Sunud, you will not fail to recover, and to carry to account.

Dated the 17th of Leckydé 1214, *of the Hijree; or the 12th April* 1800, *of the Christian Era.*

(A true translation.)

(Signed) NATHAN CROW.

Treaty of Friendship with the Ameers of Sind—Dated the 22nd August 1809.

Seal of His Highness Meer Ghoolam Alee.

ARTICLE I.

There shall be eternal friendship between the British Government and that

of Sind, namely, Meer Ghoolam Alee, Meer Moorad Alee, and Meer Kureem Alee.

ARTICLE II.

Enmity shall never occur between the two States.

ARTICLE III.

There shall be a constant intercourse between the British and Sindian Governments, through the medium of Vukeels.

ARTICLE IV.

The Sind Government will not allow the tribe of the French an establishment in Sind.

Written on the 10th of Rujub 1224 *Hijree; or the 22nd August* 1809 A. D.

(A true translation.)

(Signed) HENRY POTTINGER.

Treaty with the Ameers of Sind—Dated the 9th November 1820.

Treaty between the Honorable East India Company on the one hand, and the Ameers of Sind on the other.

The British Government and the Government of Sind, having it in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, MEER ISMAIL SHAH *was invested with full power to treat with the Honorable the Governor of Bombay; and the following Articles were agreed on between the two parties.*

ARTICLE I.

There shall be perpetual friendship between the British Government on the one hand, and Meer Kureem Alee and Meer Moorad Alee on the other.

ARTICLE II.

Mutual intercourse, by means of Vukeels, shall always continue between the two Governments.

ARTICLE III.

The Ameers of Sind engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and should conduct themselves in an orderly and peaceable manner, in the territory to which they may emigrate, they will be allowed to remain in that situation; but if

such fugitives shall be guilty of any disturbance, or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish, or to compel them to quit the country.

ARTICLE IV.

The Ameers of Sind engage to restrain the depredations of the Khosas, and all other tribes or individuals within their limits, and to prevent the occurrence of any inroad into the British Dominions.

(Signed) M. ELPHINSTONE.

Seal of the Hon'ble East India Company.

Bombay.—Dated the 9th of November 1820.

In the name of The Merciful God. This is the Treaty which I, MEER ISMAIL SHAH, *Vukeel of Shah Meer Kureem Alee Khan Rooknood Dowlah, and Meer Shah Moorad Alee Khan Ameen-ood-Dowlah, concluded with* MR. ELPHINSTONE, *Governor of the populous port of Bombay, on Thursday, in the month of Suffur* 1236, *Hijree. If it pleases God, there will be no difference, even to a hair's breadth.*

Seal of Meer Ismail Shah.

MEMORANDUM.—This Treaty was approved by the Government of India, on the 10th February 1821.

Treaty with His Highness Meer Moorad Alee Khan, of Hyderabad, in Sind—Dated the 20th April 1832.

A Treaty, consisting of VII. Articles, having been concluded on the 18th Zilhuj, 1247, A. H., *(corresponding with 20th April* 1832, A. D.) *between the Hon'ble East India Company and His Highness* MEER MOORAD ALEE KHAN TALPOOR, *Bahadoor, Ruler of Hyderabad, in Sind, through the Agency of Lieutenant Colonel* POTTINGER, *Envoy on the part of the British Government, acting under the authority vested in him by the Right Hon'ble Lord William Cavendish Bentinck, G. C. B. and G. C. H., Governor General of the British possessions in India, this Engagement has been given in writing at Simla, this day, the 19th June* 1832, *both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—*

ARTICLE I.

That the friendship provided for in former Treaties, between the British Government and that of Sind, remain unimpaired and binding, and that this stipulation has received additional efficacy through the medium of Lieutenant Colonel Pottinger, Envoy, &c., so that the firm connection and close alliance now formed between the said States, shall descend to the children and successors of the House of the above-named Meer Moorad Alee Khan, principal after principal, from generation to generation.

ARTICLE II.

That the two contracting Powers bind themselves never to look with the eye of covetousness on the possessions of each other.

ARTICLE III.

That the British Government has requested a passage for the merchants and traders of Hindoostan by the river and roads of Sind, by which they may transport their goods and merchandize from one country to another, and the said Government of Hyderabad hereby acquiesces in the same request, on the three following conditions:—

FIRST.—That no person shall bring any description of military stores by the above river or roads.

SECOND.—That no armed vessels or boats shall come by the said river.

THIRD.—That no English merchants shall be allowed to settle in Sind, but shall come as occasion requires, and having stopped to transact their business, shall return to India.

ARTICLE IV.

When merchants shall determine on visiting Sind, they shall obtain a passport to do so from the British Government, and due intimation of the granting of such passports shall be made to the said Government of Hyderabad, by the Resident in Kutch, or other Officer of the said British Government.

ARTICLE V.

That the Government of Hyderabad having fixed certain proper and moderate Duties to be levied on merchandize and goods proceeding by the aforesaid routes, shall adhere to that scale, and not arbitrarily and despotically either increase or lessen the same, so that the affairs of merchants and traders may be carried on without stop or interruption. And the Custom House Officers and Farmers of Revenue of the Sind Government are to be specially directed to see that they do not delay the said merchants, on pretence of waiting for fresh orders from the Government, or in the collection of the Duties; and the said Government is to promulgate a Tariff, or Table of Duties, leviable on each kind of goods, as the case may be.

ARTICLE VI.

That whatever portions of former Treaties, entered into between the two States, which have not been altered and modified by the present one, remain firm and unaltered, as well as those stipulations now concluded, and by the blessing of God, no deviation from them shall ever happen.

ARTICLE VII.

That the friendly intercourse between the two States shall be kept up by the despatch of Vukeels, whenever the transaction of business or the increase of the relations of friendship may render it desirable.

Seal of the Honorable Company.

(Signed) W. C. BENTINCK.

Governor General's Seal.

(True copy.)
(Signed) W. H. MACNAGHTEN,
Secretary to the Governor General.

Supplemental to the Treaty with His Highness Meer Alee Moorad Alee Khan, of Hyderabad, in Sind—Dated the 22nd April 1832.

The following Articles of Engagement having been agreed on and settled, on the 22nd April 1832, *between the Hon'ble East India Company and His Highness* MEER MOORAD ALEE KHAN TALPOOR, *Bahadoor, Ruler of Hyderabad, in Sind, as Supplemental to the Treaty concluded on the 20th April* 1832, *through the Agency of Lieutenant Colonel* HENRY POTTINGER, *Envoy on the part of the said Hon'ble East India Company, under full power and authority vested in him by the Right Hon'ble Lord William Cavendish Bentinck,* G. C. B. *and* G. C. H., *Governor General of the British possessions in India, this Engagement has been given in writing at Simla, this day, the 19th June* 1832, *both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following :—*

ARTICLE I.

It is inserted in the V. Article of the Perpetual Treaty, that the Government of Hyderabad will furnish the British Government with a Statement of Duties, &c., and after that, the Officers of the British Government who are versed in affairs of traffic, will examine the said Statement. Should the Statement seem to them to be fair and equitable, and agreeable to custom, it will be brought into operation, and will be confirmed ; but should it appear too high, His Highness Meer Moorad Alee Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said Duties.

ARTICLE II.

It is as clear as noon-day, that the punishment and suppression of the plunderers of Parkur, the Thull, &c. is not to be effected by any one Government, and as this measure is incumbent on, and becoming the States, as tending to secure the welfare and happiness of their respective subjects and countries, it is hereby stipulated, that on the commencement of the ensuing rainy season, and of which Meer Moorad Alee Khan shall give due notice, the British, Sind, and Jodhpoor Governments shall direct their joint and simultaneous efforts to the above object.

ARTICLE III.

The Governments of the Hon'ble East India Company, and of Khyrpoor, namely Meer Roostum, have provided, in a Treaty concluded between the States, that whatever may be settled regarding the opening of the Indus, at Hyderabad, shall be binding on the said contracting Powers. It is therefore necessary that copies of the Treaty should be sent by the British and Hyderabad Governments to Meer Roostum Khan, for his satisfaction and guidance.

(Signed) W. C. BENTINCK.

Seal of the Honorable Company.

Governor General's Seal.

(True copy.)

(Signed) W. H. MACNAGHTEN,
Secretary to the Governor General.

Treaty with the Government of Hyderabad, in Sind—Dated the 2nd July 1834.

Commercial Treaty between the Honorable East India Company and the Government of Hyderabad, in Sind.

Whereas in the I. Article of the Supplemental Treaty concluded between the Honorable East India Company and the Government of Hyderabad on the 22nd day of April 1832 *(corresponding with the 20th of Zilkad* 1247, *Hijree), it was stipulated that the Government of Hyderabad was to furnish the British Government with a Statement of Duties, &c., and "after that, the Officers of the "British Government who are versed in affairs of Traffic, will examine the said "Statement; should the Statement seem to them to be fair and equitable, and "agreeable to custom, it will be brought into operation, and will be confirmed, "but should it appear too high, His Highness Meer Moorad Alee Khan, on*

" hearing from the British Government to this effect, through Colonel Pottinger, " will reduce the said Duties." Now, according to the terms of the above stipulations, the contracting States, having made due inquiry, hereby enter into the following Agreement :—

ARTICLE I.

In lieu of a Duty on goods proceeding up or down the River Indus, in virtue of the V. Article of the Perpetual Treaty of Hyderabad, there shall be levied on the rivers between the sea and Roopur, a Toll on each boat, of nineteen Tatta Rupees per Tatta Khurrar, of which amount eight Rupees shall be receivable by the Governments of Hyderabad and Khyrpoor, and eleven Rupees by the other States possessing dominions on the banks of the rivers, namely, His Highness Buhawul Khan, Maharaja Runjeet Sing, and the Honorable the East India Company.

ARTICLE II.

To obviate any cause whatever of trouble or inconvenience to traders and merchants during their progress, and also to prevent disputes and doubts, and consequent altercation and delay, touching the size of boats, the Toll is fixed on thirty Tatta Khurrars. Be a boat large or small, she will pay Toll according to this, and whether she measures five Khurrars or one hundred Khurrars, she will be reckoned as one of thirty.

ARTICLE III.

The portion of the Toll above described appertaining to Sind, and amounting to two hundred and forty Tatta Rupees on each boat, shall be levied at the bunder or port at the mouth of the river, where the cargoes are transferred from the river to the sea boats, and *vice versâ*, and divided as the Governments of Hyderabad and Khyrpoor may think best.

ARTICLE IV.

For the purpose of assisting in the ready realization of the Toll due to Sind, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the merchants, boatmen, and others, on the questions of hire, &c., as well as with a view to the preservation and augmentation of the amicable relations which happily subsist between the States, it is settled that a British Agent (who shall not be a European Gentleman), under the authority of Lieutenant Colonel Henry Pottinger, Agent to the Governor General of India, for the Affairs of Sind, shall reside at the bunder or port at the mouth of the river, where the cargoes are transferred from one description of boat to another; and the British Government binds itself that the said Agent shall neither engage in trade, nor interfere in any way with the fiscal or other affairs of the Sind Government. It is further settled, that when occasion connected with this Treaty may render it advisable, the Governor General's Agent for the affairs of Sind shall have the power of deputing one of his Assistants to the above described

bunder or port, to settle any discussions that may have arisen, after doing which he is to return to Bhooj.

ARTICLE V.

For the more perfect fulfilment of this Treaty, it is hereby distinctly stipulated, that should any portion, however small or great, or of whatever description, of the merchandize or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandize or goods, whatever may be its quantity or quality, shall instantly become subject to the existing Local Duties, as levied by the respective Governments within their own territories; the purpose of the Toll agreed to by this Treaty being, not to supersede or set aside the established dues of the different States, but to repay the expense to which the Governments will necessarily be subjected, in affording the customary protection to the trade in transit on the river. It will be perfectly understood from this V. Article, that the Governments have no claim to Duties on merchandize merely passing up or down the river, and that the Toll is all that is to be demanded, but should any portion, however small or large, of goods be landed and sold, then the usual Duties will be levied.

Written on the 2nd day of July 1834 *(corresponding with the 24th of Suffur, Anno Hijree* 1250).

(Signed) HENRY POTTINGER.

(A true copy.)

(Signed) HENRY POTTINGER.

MEMORANDUM.—*The above Treaty, having been ratified by the Government of India, was, by order of that Authority, published for general information, on the 23rd December* 1834, *in the Calcutta Government Gazette, and was republished in the Bombay Government Gazette, on the 5th March* 1835.

Treaty with the Ameers of Sind—Dated the 20th April 1838.

Treaty between the Honorable East India Company and the Ameers of Sind, concluded by Colonel HENRY POTTINGER, *Agent to the Governor General for Sind, on the one part, and their Highnesses* MEER NOOR MAHOMED KHAN *and* MEER NUSEER MAHOMED NUSEER KHAN, *on the other, dated the 20th April* 1838.

ARTICLE I.

In consideration of the long friendship which has subsisted between the British Government and the Ameers of Sind, the Governor General in Council engages to use his good offices to adjust the present differences which are understood to subsist between the Ameers of Sind and Maharaja Runjeet Sing, so that peace and friendship may be established between the two States.

ARTICLE II.

In order to secure and improve the relations of amity and peace, which have so long subsisted between the Sind State and the British Government, it is agreed that an accredited British Minister shall reside at the Court of Hyderabad, and that the Ameers of Sind shall also be at liberty to depute a Vukeel to reside at the Court of the British Government; and that the British Minister shall be empowered to change his ordinary place of residence, as may, from time to time, seem expedient, and be attended by such an escort as may be deemed suitable by his Government.

Dated the 20th April 1838.

MEMORANDUM.—*This Treaty was ratified by the Right Honorable the Governor General of India, at Simla, on the 20th April* 1838.

Treaty with the Ameers of Hyderabad—Dated the 11th March 1839.

Treaty between the British Government and the Ameers of Hyderabad, viz., Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

Whereas Treaties of friendship and amity have from time to time been entered into between the British Government and the Ameers of Sind, and whereas circumstances have lately occurred which render it necessary to revise those Treaties, and a separate Treaty has already been concluded between the British Government and Meer Roostum Khan, of Khyrpoor, the following Articles have been agreed upon by the contracting parties:—

ARTICLE I.

There shall be Lasting Friendship, Alliance, and Unity of Interests between the Honorable East India Company and the Ameers of Hyderabad, Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

ARTICLE II.

A British force shall be maintained in Sind, and stationed at Tatta, or such other place Westward of the River Indus, as the Governor General of India may select for its cantonment. The Governor General will decide upon the strength of this force, which it is not intended shall exceed five thousand fighting men.

ARTICLE III.

Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, and Meer Meer Mahomed Khan, bind themselves to pay severally, the sum of one lac of Rupees,

being three lacs of Rupees altogether, of the Company's currency, or of that called Bakkroo or Timooree, in part payment of the expense of the British force every year; Meer Sobdar Khan is exempted from all contribution to the expense of this force.

ARTICLE IV.

The British Government takes upon itself the protection of the territories now possessed by the Ameers of Hyderabad from all foreign aggression.

ARTICLE V.

The four Ameers, parties to this Treaty, shall remain absolute rulers in their respective Principalities, and the jurisdiction of the British Government shall not be introduced into their territories. The Officers of the British Government will not listen to, or encourage complaints against the Ameers, from their subjects.

ARTICLE VI.

The four Ameers, being confirmed in their present possessions by the preceding Article, will refer to the Resident in Sind any complaint of aggression which one of them may have to make against another, and the Resident, with the sanction of the Governor General, will endeavour to mediate between them, and settle their differences.

ARTICLE VII.

In case of aggressions by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them, in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor General by the Resident, the Governor General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE VIII.

The Ameers of Sind will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government. Their amicable correspondence with friends and relations may continue.

ARTICLE IX.

The Ameers of Sind will act in subordinate co-operation with the British Government, for purposes of defence, and shall furnish for the service of the British Government a body of three thousand troops, horse and foot, whenever required. These troops, when employed with the British forces, will be under the orders and control of the Commanding Officers of the British forces. The Sind Contingent troops, if employed under British Officers beyond the Sind frontier, will be paid by the British Government.

ARTICLE X.

The Bakkroo or Timooree Rupee, current in Sind, and the Hon'ble Company's Rupee, being of equal value, the currency of the latter coin shall be admitted in

the Sind territories. If the Officers of the British Government establish a Mint within the territories of the Ameers, parties to this Treaty, and there coin the Bakkroo or Timooree Rupee, the Ameers shall be entitled, after the close of the present military operations in Afghanistan, to a seignorage on the coinage, according to the customs of the country.

ARTICLE XI.

No Toll will be levied on trading boats passing up or down the river Indus, from the sea, to the Northernmost point of that stream, within the territories of the Ameers of Hyderabad.

ARTICLE XII.

But any merchandise landed from such boats, on their passage up or down the river, and sold, shall be subject to the usual Duties of the country, provided always that goods sold in a British camp or cantonment, shall be exempt from the payment of Duty.

ARTICLE XIII.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Ghorabaree) at the proper season, and kept there at the pleasure of the owners till the best period of the year for sending them up the river, but should any merchant land and sell any part of his merchandise either at Ghorabaree or anywhere else (except at the British Cantonment), such merchant shall pay the usual Duties on them.

ARTICLE XIV.

The provisions of this Treaty, agreed upon by The Governor General of India on the one part, and the Ameers, Meer Noor Mahomed Khan, Meer Nuseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan on the other part, shall be binding for ever on all succeeding Governments of India, and on the heirs and successors of the said Ameers, in perpetuity; all former Treaties between the contracting parties, not rescinded by the provisions of this Engagement, remaining in force.

This Treaty, consisting of XIV. Articles, having been signed, in quadruplicate, by the Right Honorable George Lord Auckland, G. C. B., the Governor General of India, at Bussee, on the 11th day of March 1839, one of these four documents will be separately granted through Colonel H. Pottinger, Resident at Hyderabad, the negociator of the Treaties, to each of the four Ameers, on his delivering a counterpart engagement, under his seal and signature, to the British Resident in Sind, Colonel H. Pottinger.

Dated the 11th March 1839.

(Signed) AUCKLAND.

(True copy.)

(Signed) T. H. MADDOCK,
Secy. to the Govt. of India, with
the Governor General.

KHYRPOOR.

Treaty with Meer Roostum Khan, Chief of Khyrpoor—Dated the 4th April 1832.

A Treaty, consisting of IV. Articles, having been concluded on the 2nd Zilkad 1247 A. H. *(corresponding with the 4th April* 1832*), between the Honorable East India Company and* MEER ROOSTUM KHAN TALPOOR, *Bahadoor, Chief of Khyrpoor, in Sind, through the Agency of Lieutenant Colonel* HENRY POTTINGER, *Envoy on the part of the British Government, acting under the authority vested in him by the Right Honorable Lord William Cavendish Bentinck,* G. C. B. *and* G. C. H., *Governor General of the British Possessions in India, this Engagement has been given in writing, at Simla, this day, the 19th June* 1832, *both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—*

ARTICLE I.

There shall be eternal friendship between the two States.

ARTICLE II.

The two contracting Powers mutually bind themselves, from generation to generation, never to look with the eye of covetousness on the possessions of each other.

ARTICLE III.

The British Government having requested the use of the River Indus, and the roads of Sind, for the merchants of Hindoostan, &c., the Government of Khyrpoor agrees to grant the same within its own boundaries, on whatever terms may be settled with the Government of Hyderabad, namely Meer Moorad Alee Khan Talpoor.

ARTICLE IV.

The Government of Khyrpoor agrees to furnish a written Statement of just and reasonable Duties to be levied on all goods passing under this Treaty, and further promises, that traders shall suffer no let or hindrance in transacting their business.

(Signed) W. C. BENTINCK.

Governor General's Seal.

Seal of the Honorable Company.

(True copy.)

(Signed) W. H. MACNAGHTEN,
Secretary to the Governor General.

KHYRPOOR.

Treaty between the East India Company, and His Highness MEER ROOSTUM KHAN, *of Khyrpoor—Dated the 24th December* 1838.

ARTICLE I.

There shall be Perpetual Friendship, Alliance, and Unity of Interests between the Hon'ble East India Company and Meer Roostum Khan Talpoor, and his heirs and successors, from generation to generation, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE II.

The British Government engages to protect the Principality and territory of Khyrpoor.

ARTICLE III.

Meer Roostum Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with any other Chiefs and States.

ARTICLE IV.

The Ameer, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Ameer, and his heirs and successors, will not commit aggressions on any one. If, by accident, any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

The Ameer will furnish troops according to his means, at the requisition of the British Government, and render it all and every necessary aid and assistance throughout his territory, during the continuance of war, and approve of all the defensive preparations which it may make while the peace and security of the countries on the other side of the Indus may be threatened. But the British Government will not covet a "Dam or Dirhum" of the territories enjoyed by His Highness and his heirs, nor the fortresses on this bank, or that bank, of the River Indus.

ARTICLE VII.

The Ameer, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that Principa-

lity, nor will any of the Beloochees, servants, dependents, relatives, or subjects of the Ameer, be listened to, should they complain against the said Ameer.

ARTICLE VIII.

In order to improve, by every means possible, the growing intercourse by the River Indus, Meer Roostum Khan promises all co-operation with the other Powers in any measures which may be hereafter thought necessary for extending and facilitating the commerce and navigation of the Indus.

ARTICLE IX.

In order to further secure the relations of amity and peace which have so long subsisted between the Khyrpoor State and the British Government, it is agreed that an accredited British Minister shall reside at the Court of Khyrpoor, and that the Ameer shall also be at liberty to depute an Agent to reside at the Court of the British Government; and the British Minister shall be empowered to change his ordinary place of residence as may, from time to time, seem expedient, and be attended by such an escort as may be deemed suitable by his Government.

This Treaty, of IX. Articles, having been concluded, and signed and sealed by Lieutenant Colonel Sir Alexander Burnes, Knight, Envoy on the part of the Right Honorable George Lord Auckland, G. C. B., Governor General of India, and Meer Roostum Khan, on the part of himself, Chief of Khyrpoor, the ratification by the Right Honorable the Governor General shall be exchanged within forty-five days from the present date.

Done at Khyrpoor, this 24th day of December 1838; *corresponding with the 6th day of Shuval,* A. H. 1234.

(Signed) A. BURNES,
Envoy at Khyrpoor.

MEMORANDUM.—*This Treaty was ratified by the Right Honorable the Governor General of India, in Camp at Bhagapoorara, on the 10th January* 1839.

SEPARATE ARTICLE.

Since the British Government has taken upon itself the responsibility of protecting the State of Khyrpoor from all enemies, now and hereafter, and neither coveted any portion of its possessions nor fortresses, on this side or that side of the Indus, it is hereby agreed upon by Meer Roostum Khan, his heirs and successors, that if the Governor General, in time of war, should seek to occupy the fortress of Bukkur, as a depôt for treasure and munitions, the Ameer shall not object to it.

This separate Article having been concluded, signed, and sealed, by Lieutenant Colonel Sir Alexander Burnes, Knight, Envoy on the part of the Right Honorable George Lord Auckland, G. C. B., Governor General of India, and Meer Roostum Khan, on the part of himself, Chief of Khyrpoor, the ratifica-

tion by the Right Honorable the Governor General shall be exchanged within forty-five days from the present date.

Done at Khyrpoor, this 24th day of December 1838; *corresponding with the 6th day of Shuval,* A. H. 1254.

(Signed) A. BURNES,
Envoy to Khyrpoor.

MEERPOOR.

Treaty of XIV. Articles between the British Government and the Ameer of Meerpoor, MEER SHER MAHOMED KHAN—*Dated the 18th June* 1841.

Whereas Treaties of amity and friendship have been concluded between the Honorable East India Company and the Ameers of Hyderabad, a separate Treaty, on the same principle, is now entered into between that Power and His Highness Meer Sher Mahomed Khan, of Meerpoor, and the following Articles have been agreed upon by the contracting parties:—

ARTICLE I.

That there shall be lasting friendship, alliance, and unity of interests between the Honorable East India Company and the Ameer of Meerpoor, Meer Sher Mahomed Khan.

ARTICLE II.

Meer Sher Mahomed Khan binds himself to pay every year the sum of half a lac of Rupees (50,000) of the Company's currency, in part payment of the expense of the British force stationed in Sind, viz. on the 1st February of each year.

ARTICLE III.

The British Government takes upon itself the protection of the territory now possessed by the Ameer of Meerpoor from all foreign aggression.

ARTICLE IV.

Meer Sher Mahomed Khan shall remain sole ruler in his Principality, and the jurisdiction of the British Government shall not be introduced into his territory. The Officers of the British Government will not listen to, or encourage complaints against the Ameer, from his subjects.

ARTICLE V.

The Ameer being confirmed in his present undisputed possessions, by the preceding Article, will refer to the British representative in Sind any complaint of aggression which he may make against any of the other Ameers; and the

Political Agent, with the sanction of the Governor General, will endeavour to mediate between them, and settle their differences.

ARTICLE VI.

The territories at present disputed between Meer Sher Mahomed Khan and the Ameers of Hyderabad, shall be submitted to the decision of arbitrators appointed by both parties, and an umpire appointed by the Political Agent.

ARTICLE VII.

In case of aggression by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them, in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor General by the Political Agent, the Governor General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE VIII.

The Ameer will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government. His amicable correspondence with his friends and relations may continue.

ARTICLE IX.

The Ameer will act in subordinate co-operation with the British Government, for purposes of defence, and shall furnish for the service of the British Government a proportional quota of troops to that supplied by the other Ameers, whenever required. Those troops, when employed with British forces, will be under the orders and control of the Commanding Officer of the British forces. The Ameer's troops, if employed beyond the Sind frontier, will be paid by the British Government.

ARTICLE X.

The Bakkroo or Timooree Rupee, current in Sind, and the Honorable Company's Rupee, being of equal value, the currency of the latter coin shall be admitted in the Ameer's territory.

ARTICLE XI.

No Toll will be levied on trading boats passing up or down the river Indus, from the sea to the Northernmost point of that stream within the territories of the Ameer.

ARTICLE XII.

But any merchandize landed from boats on their passage up or down the river, and sold, shall be subject to the usual Duties of the country; provided

always, that goods sold in a British camp or cantonment shall be exempt from the payment of Duty.

ARTICLE XIII.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Ghorabaree) at the proper season, and kept there at the pleasure of the owners till the best period of the year for sending them up the river, but should any merchant land and sell any part of his merchandize either at Ghorabaree or anywhere else, except at the British cantonment, such merchant shall pay the usual Duty.

ARTICLE XIV.

The provisions of this Treaty, agreed upon by the Governor General of India on the one part, and Meer Sher Mahomed Khan on the other part, shall be binding for ever on all succeeding Governments of India, and on the heirs and successors of the said Ameer, in perpetuity.

Dated the 27th Rubee-ool-Avul, A. H. 1257, *(or the* 18*th June* 1841, A. D.)

(Signed) AUCKLAND.

MEMORANDUM.—*This Treaty was ratified by the Right Honorable the Governor General of India in Council, on the* 16*th August* 1841.

KELAT.

Treaty entered into between the Government of India and MEER NUSEER KHAN, *Chief of Kelat, dated the* 6*th October* 1841.

Whereas Meer Nuseer Khan, son of Mehrab Khan, deceased, having tendered his allegiance and submission, the British Government and His Majesty Shah Shooja Ool Moolk recognize him, the said Nuseer Khan and his descendants, as Chief of the Principality of Kelat-i-Nuseer, on the following terms:—

ARTICLE I.

Meer Nuseer Khan acknowledges himself and his descendants the vassals of the King of Cabool, in like manner as his ancestors were formerly the vassals of His Majesty's ancestors.

ARTICLE II.

Of the tracts of country resumed on the death of Meer Mehrab Khan, viz., Kutchee, Moostung, and Shawl, the two first will be restored to Meer Nuseer Khan and his descendants, through the kindness of His Majesty Shah Shooja Ool Moolk.

ARTICLE III.

Should it be deemed necessary to station troops, whether belonging to the Hon'ble Company or Shah Shooja Ool Moolk, in any part of the territory of Kelat, they shall occupy such positions as may be thought advisable.

ARTICLE IV.

Meer Nuseer Khan, His Heirs and Successors, will always be guided by the advice of the British Officer residing at his Durbar.

ARTICLE V.

The passage of merchants and others into Afghanistan, from the River Indus on the one side, and from the sea port of Somnianee on the other, shall be protected by Meer Nuseer Khan, as far as practicable, nor will any aggression be practised on such persons, or any undue exactions made, beyond an equitable toll, to be fixed by the British Government and Meer Nuseer Khan.

ARTICLE VI.

Meer Nuseer Khan binds himself, His Heirs and Successors, not to hold any political communication, or enter into any negociations, with foreign powers without the consent of the British Government and of His Majesty Shah Shooja Ool Moolk, and in all cases to act in subordinate co-operation with the Governments of British India and of the Shah; but the usual amicable correspondence with neighbours to continue as heretofore.

ARTICLE VII.

In case of an attack on Meer Nuseer Khan, by an open enemy, or of any difference arising between him and any foreign power, the British Government will afford him assistance or good offices, as it may judge to be necessary or proper for the maintenance of his rights.

ARTICLE VIII.

Meer Nuseer Khan will make due provision for the support of Shah Nuvaz Khan, either by pension, to be paid through the British Government, on condition of that Chief residing within the British territory, or by grant of estate within the Kelat possessions, as may hereafter be decided by the British Government.

Done at Kelat, this 6th day of October, A. D. 1841, *corresponding with the 20th of Shaban,* A. H. 1257.

Seal. (Signed) AUCKLAND.

Ratified and signed by the Right Hon'ble the Governor General of India in Council, at Fort William in Bengal, this tenth day of January, one thousand eight hundred and forty-two.

(Signed) T. H. MADDOCK,
Secretary to the Government of India.

(A true copy.)

(Signed) W. GREY,
Officiating Under Secretary to Government of India.

SINDIA.

AGREEMENT DATED THE 13TH OCTOBER 1781.

Agreement entered into between Colonel MUIR, *on the part of the English East India Company, and* MAHARAJA MADHOW RAO SINDIA, *for himself, dated the* 13*th October* 1781.

That Mr. Hastings, Governor General of Bengal, &c., having been fully empowered by the Governor General and Council, has authorized the above-mentioned Colonel Muir to negotiate a Treaty between the Company and the Maharaja, promising to agree to and confirm whatever Engagements may be entered into by him in behalf of the Company. In consequence thereof, the Maharaja and the Colonel, mutually desirous of peace with each other, have concluded a Treaty of peace, upon the following conditions :—

ARTICLE I.

There shall be peace and friendship firmly established between the parties, and they shall always remain stedfast in their engagements.

ARTICLE II.

Within eight days from the final conclusion of the Treaty, that is after its being signed, and sealed, by both the contracting parties, the two armies are to march at the same time, Colonel Muir with his forces into the country of the Vizier Asif Ood Dowlah, and the Maharaja with his Troops into his own country.

ARTICLE III.

If it should be approved of, the Maharaja agrees to endeavour on his part to negotiate a peace between Hyder Alee and the English, and between the Peshwa and the English. If a peace should be concluded, it is better; if not, the English will be then at liberty to act as they think proper: the Maharaja will neither oppose nor give assistance to any Power whatever.

ARTICLE IV.

All the country belonging to Sindia on this side of the Jumna which has been conquered by the English, the Colonel agrees to restore, and the Maharaja promises, on his part, to give no molestation to Rana Chuttur Sing, in the possession of the country, together with the Fortress of Gwalior, now held by him, so long as he shall conduct himself properly, nor to Muhiput Ram Sing in the possession of the country at present in his hands.

ARTICLE V.

The Maharaja, having received Ram Chundru, Raja of Chundéree, from the Colonel, agrees to replace him in his Kingdom, and to make no demands what-

ever from him, and all his country (except such part of it as has been long in the possession of the Peshwa), after having expelled Raja Dher, his Dewan, who ungratefully rebelled against his master, is to be given back to him.

This Agreement was signed and sealed by Colonel MUIR *on the part of the Company, and* MAHADJEE SINDIA *for himself, on the* 13*th day of October* 1781, *corresponding to the* 24*th of the month Shuval, and the* 1195*th year of the Hijree.*

(A true translation.)

D. WATHERSTON,
Persian Translator.

Grant of the Fort, Town, and Purguna of Broach to MAHARAJA SOOBHEDAR MADHOW RAO SINDIA, *dated the 6th June* 1782.

TO ALL WHOM THESE PRESENTS SHALL CONCERN.

Whereas the Honorable English East India Company have long been in the quiet and undisturbed possession of the Fort, Town, and Purguna of Broach, which they hold by right of conquest from the Mogul Government; And whereas it was stipulated by the IV. Article of the "Treaty of Poorundur,"* dated 1st March, 1776, "That the Peshwa and Muratha State do agree to give to "the English Company for ever all right and title to their entire share of the "City and Purguna of Broach, as full and complete as ever they collected from "the Moguls or otherwise, without retaining claim of Chouth, or any other de-"mand whatever, so that the English Company shall possess it without parti-"cipation or claim of any kind;" And whereas the said Article is accordingly declared to be continued in full force and effect, by the III. Article of the Treaty concluded at Salpé, the 17th of May 1782†; We, the Governor General and Council for Affairs of the British Nation in India, do, of our own free will and accord, and on behalf of the Honorable Company, in testimony of the sense which we entertain of the generous conduct manifested by Maharaja Soobhedar Madhow Rao Sindia to the Government of Bombay, at Wurgaon, and of his humane treatment and release of the English Gentlemen who had been delivered as hostages on that occasion, grant, and make over unto the said Maharaja Soobhedar Madhow Rao Sindia, all right, title, and possession in the said Fort, Town, and Purguna of Broach, whether obtained from the Moguls or from the Murathas, including both shares, in the same manner, and to the full

* Vide page 491.
† Vide page 502.

extent in which the Honorable Company ever did or might hold and exercise the same, either by their own right or in virtue of the above stipulations.

Given under our hands and the seal of the Honorable Company, at Fort William, this 6th day of June, in the year of our Lord one thousand, seven hundred, and eighty-two.

L. S.

(Signed) WARREN HASTINGS.
" EDWARD WHELER.
" J. MCPHERSON.

(Signed) J. P. AURIOL,
Secretary.

Translation of an Agreement from Sindia, granting to the English the exclusive privilege of trade in the City and Purguna of Broach, dated the 21st March 1783.

This is to certify, that as the Governor General and Council have, of their own free will and accord, and in behalf of the Company, conferred upon me their entire right to the two shares of the Fort, City, and Purguna of Broach, I have therefore accepted of the same, and will retain them always in my own possession. And I hereby agree that the English shall carry on trade as usual, in the said City and Purguna, and no improper molestation shall be offered to them; and also, I will not permit any other European Nation excepting the English to trade in any shape in the said City and Purguna.

Written on the seventeenth of Rubee-oos-Sance, of the year one thousand one hundred and ninety-seven of the Hijree, corresponding with the twenty-first day of March, one thousand seven hundred and eighty-three of the Christian Era.

(A true translation.)
(Signed) JAMES ANDERSON,
Assistant to the Embassy.

Treaty with Maharaja Madhow Rao Sindia, relative to the Honorable East India Company's Trade at Broach, dated the 30th September 1785.

Whereas a Sunud, bearing date the seventeenth day of Rubee-oos-sanee, of the year one thousand one hundred and ninety-seven of the Hijree, corresponding with the twenty-first day of March, one thousand seven hundred and eighty-three of the Christian Era, was granted by Maharaja Soobhedar Madhow Rao Sindia,

declaring that the English should carry on Trade as usual in the City and Purguna of Broach, and that no improper molestation should be offered to them, the said Sunud specifying also that no European Nation excepting the English should be permitted to trade in any shape in the said City and Purguna; and whereas, in the said Sunud, the particulars of the Duties, &c. to be taken, and the settlement of the concerns of Trade were omitted, and doubts have arisen on these subjects, which Maharaja Soobhedar Madhow Rao Sindia is willing to remove: For this purpose, and to support the English Trade in the City and Purguna of Broach, We, the Governor General and Council of Fort William in Bengal, appointed by the King and Parliament of Great Britain to direct and control all Political Affairs of the Honorable English East India Company in India, on the one part, and Maharaja Madhow Rao Sindia Bahadoor on the other part, agree to the following Treaty, containing VII. Articles, and bind ourselves and successors to the full and invariable observance of them.

Article I.

Maharaja Soobhedar Madhow Rao Sindia Bahadoor agrees, that in every year in which the English Company carry on trade in the District of Broach, the Duties thereon shall be taken according to the Treaty with the Nuwab of Broach, in the year one thousand seven hundred and sixty-four, that is to say, on the cotton which is purchased from Broach, on every Candy of Surat weight, one and a half Rupees and four Felloos shall be paid, and the Duty on other articles which are imported or exported by the Company shall be one Rupee eight Annas for every hundred Rupees; and beside these established articles of the Company's trade, whatever other articles come from English individuals shall be subject to a Duty of six Rupees in every hundred thereon, conformably to the usage which existed when the Company had possession of Broach. The Governor General and Council agree that the English shall not unite any Hindoostanee in their trade, and that in case of such partnership, such Duties shall be paid thereon as are paid upon the commerce of the Merchants wearing turbans. The Governor General and Council consent that the Duties stipulated to be paid upon the Company's trade shall be paid by the Company's Resident at Broach to the Amil of that District.

Article II.

It has been the old established custom, on the wreck of any Ship, Vessel, or Boats within any of the ports in the neighbourhood of Broach, that the owner of the port should take possession of the goods, but as at this time a firm friendship exists between the Government of the English Company and Maharaja Soobhedar Madhow Rao Sindia Bahadoor, the Governor General and Council have requested that the goods of the Ships, Vessels, and Boats of the English that may be wrecked in the River of Broach, may be released, and Maharaja Soobhedar Madhow Rao Sindia Bahadoor agrees, for the sake of friendship, that when any Ship, Vessel, or Boat belonging to the English

shall be wrecked in the River Nurbuda which belongs to the District of Broach, and the Amil of Broach may save any goods which bear the mark of the English, the Amil shall deliver all such goods to the Company's Resident at Broach, who shall reimburse the amount expended in saving and keeping them.

ARTICLE III.

Some disputes having arisen between the English and subjects of the Maharaja belonging to the Fort of Broach, in respect to the time of passing into the Fort, and out of it, it is now agreed, and the Maharaja has directed, that at the times when it is customary that the gate should remain open, the people belonging to the Amil of Broach shall not prevent the going and coming of the English or their dependents, but that the gate shall be shut at the appointed hour, and none of the English or their dependents shall have any right to enter the Fort, or go out of it, after that time. The English are not then to desire that the gate may be opened for them, not even to give intelligence of the arrival of any ship that may come into the port at night.

ARTICLE IV.

Maharaja Soobhedar Madhow Rao Sindia Bahadoor engages that the servants of the English Factory, and their household attendants, and the tradesmen, such as carpenters, or smiths, or porters who work in the Company's Factory, and do not work anywhere but in the Factory, shall be under the protection of the Resident at Broach, and the Amil of Broach shall in no manner molest them for Duties or Customs, &c.; And when any crime committed, or supposed to have been committed, by any such persons, shall be discovered, the Amil of Broach shall send notice to the Company's Resident, that he may examine and pass judgment upon such persons, or the Company's Resident shall send back such persons to the Amil, that whatever is proper in the case may be done by him; And the Governor General and Council agree that when any tradesmen, &c., working in the Company's Factory, shall go into the town of Broach, and work also with other merchants and townsmen, the Amil of Broach shall take the Duties for such Tradesmen, &c. according to the practice now in use with respect to the persons not working for the English only. For the sake of obviating any disputes that might occur on this point, the Company's Resident at Broach shall prepare a list of the servants of the Factory, with their descriptions and stations, and deliver it to the Amil.

ARTICLE V.

The Governor General and Council agree that the Company's Resident at Broach shall not afford protection to any person of the town who may fly from the Amil and resort to the Resident for it, but shall, conformably to friendship, deliver up such person to the Amil.

ARTICLE VI.

It is agreed that the Resident at Broach shall not entertain more Sepoys than the number necessary for the protection of the English property in the Factory,

which number has been fixed at fifty men. It is also agreed that the English, in future, shall not beat the drum in the Factory, as is the custom in the Company's districts. Such persons as may be in the train or Swaree of the Resident may have distinguishing badges, but are not to carry muskets.

ARTICLE VII.

Maharaja Soobhedar Madhow Rao Sindia Bahadoor engages, in respect to the debts recently incurred by the inhabitants of Broach to the Company's subjects, or such as may be incurred in future and not duly paid, that the Amil of Broach shall examine the claim in the Kucheree of his own Adawlut, and enforce the payment of whatever may be proved to be just; and in respect to the debts which were owing from the inhabitants of Broach to the Company's subjects at the time when Broach was given to Mahadjee Sindia, the Amil shall ascertain whatever may be due, and, if the debtor be in good circumstances, he shall force him to pay immediately; if not in good circumstances, he shall fix on proper periods of payment by instalment, and oblige the observance of them.

The parties mutually swear, according to their respective faiths, to abide by this Agreement.

Dated the twenty-fifth day of Zilkad, one thousand one hundred and ninety-nine of the Hijree, corresponding with the thirtieth day of September, in the year of our Lord one thousand seven hundred and eighty-five.

Seal of the Honorable Company.

(Signed) JOHN MACPHERSON.
„ R. SLOPER.
„ JOHN STAPLES.
„ CHARLES STUART.

Signed by Maharaja Sindia, on the 7th of Rubee-ool-Awul, in the year one thousand two hundred of the Hijree, at Bursana.

Sindia's Seal.

(A true copy.)
(Signed) JAMES ANDERSON,
Resident with Mahadjee Sindia.

Additional Article to the foregoing Treaty—Dated the 9th January 1786.

Whereas in the I. Article of the Treaty* concluded between the Honorable Company and Maharaja Soobhedar Madhow Rao Sindia, relative to the Trade

* Dated the 30th September 1785. Vide pages 708 ad 711.

and other matters of the Town and Purguna of Broach, it is specified, That in every year in which the English Company carry on trade in the district of Broach, the Duties thereon shall be taken according to the Treaty with the Nuwab of Broach, in one thousand seven hundred and sixty-four, that is to say, on the cotton which is purchased from Broach, on every Candy of Surat weight, one and a half Rupee and four Felloos shall be paid, and the Duty on other Articles, which are imported or exported by the Company, shall be one Rupee eight annas for every hundred Rupees. And whereas the extent of the Company's trade at Broach, in respect to the weight of cotton and the amount of piece goods, was not exactly known to either of the parties, and the specification of the same was required by Maharaja Soobhedar Madhow Rao Sindia, the Governor General and Council of Bengal, in compliance with the wishes of Maharaja Soobhedar Madhow Rao Sindia, having written to the Governor and Council of Bombay on this subject, and ascertained the annual trade of the Honorable Company at Broach to consist of eight hundred Candies of cotton of Surat weight, and piece goods to the amount of one lac and fifty thousand Rupees, prime cost; it is therefore mutually agreed to, that, for every Candy of cotton, to the amount of eight hundred Candies, the Honorable Company shall pay a Duty of one and a half Rupee and four Felloos; and for piece goods to the amount of one lac and fifty thousand Rupees, prime cost, a Duty shall be taken of one Rupee eight annas for every hundred Rupees; and that, if ever a greater quantity of cotton or piece goods than what is here specified shall be purchased, on account of the Honorable Company, they shall pay the same Duty for such excess, as has been settled with regard to English individuals.

Sindia's Seal.

Signed by Maharaja Sindia, at Bursana, on the 7th of Rubee-ool-Awul, in the year 1200 *of the Hijree, corresponding with the 9th of January* 1786.

(A true copy.)
(Signed) JAMES ANDERSON,
Resident with Sindia.

Treaty with Dowlut Rao Sindia, concluded at Surje Anjungaum, on the 30th December 1803.

Treaty of Peace between the Honorable English East India Company and their Allies, on the one part, and the Maharaja Alijah Dowlut Rao Sindia, on the other; settled by Major General Wellesley on the part of the Honorable Company and their Allies; and by Withul Mahadeo, Moonshee Kavel Nyne, Yeshwunt Rao Ghorpuray, Ameer ool Oomrah, and Narô Hury, on the

part of the Maharaja Dowlut Rao Sindia, who have each communicated to the other their full powers.

ARTICLE I.

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Maharaja Alijah Dowlut Rao Sindia on the other.

ARTICLE II.

The Maharaja cedes to the Honorable Company and their Allies, in perpetual sovereignty, all his forts, territories, and rights in the Dooab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the Northward of those of the Rajas of Jeypoor and Jodhpoor, and of the Rana of Gohud, of which territories, &c. a detailed list is given in the accompanying Schedule. Such countries, formerly in the possession of the Maharaja, situated between Jeypoor and Jodhpoor, and to the Southward of the former, are to belong to the Maharaja.

ARTICLE III.

The Maharaja likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, the fort of Broach, and territory depending thereon; and the fort of Ahmednuggur, and territory depending thereon, excepting those lands which it is agreed, by Article VIII. of this Treaty, that the Maharaja is to retain.

ARTICLE IV.

The Maharaja likewise cedes to the Honorable Company and their Allies, all the territories which belonged to him previous to the breaking out of the war, which are situated to the Southward of the hills called the Ajuntie Hills, including the fort and district of Jalnapoor, the town and district of Gandapoor, and all other districts between that range of hills and the River Godavuree.

ARTICLE V.

The Maharaja Alijah Dowlut Rao Sindia, for himself, his heirs, and successors, hereby renounces all claim to the forts, territories, rights, and interests ceded by the II. III. and IV. Articles, and all claims of every description upon the British Government and their Allies, the Soobhedar of the Deccan, the Peshwa, and Anund Rao Gaekwar.

ARTICLE VI.

The fort of Asseergur, the city of Burhanpoor, the forts of Powangur and Dohud, and the territories in Khandesh and Guzerat depending on those forts, shall be restored to the Maharaja Dowlut Rao Sindia.

ARTICLE VII.

Whereas the Maharaja Dowlut Rao Sindia has represented that his family have long held, in Inam, as a gift from the kings of Hindoostan, the districts

of Dhoolpoor, Baree, and Raja Kera, which are situated to the Northward of the countries of the Rajas of Jeypoor and Jodhpoor, and of the Rana of Gohud, and that lands in Hindoostan, ceded by the II. Article of this Treaty to the Honorable Company and their Allies, are held in Jageer by persons of the family of the late Mahadjee Sindia, and others by principal Sirdars in his service, all of whom would suffer distress, if deprived of the advantages they enjoy in those countries; it is agreed that the Maharaja shall continue to hold and enjoy in Inam the lands of Dhoolpoor, Baree, and Raja Kera; and that Bala Baee Saheb, and Munsoor Saheb, Moonshee Kavel Nyne, Boogajee Jamda, Oomrajee Jadhow, and Wirda Charee shall continue to hold their lands in Jageer, under the protection of the Honorable Company; and further, in order that no individual may incur loss or suffer distress in consequence of this arrangement, it is agreed that the Honorable Company shall either pay pensions or grant lands in Jageer, according to the option of the British Government, to certain other Sirdars, and others to be named by the Maharaja; provided that the total amount of the sums paid, or Jageers granted or held, does not exceed seventeen lacs of Rupees per annum, including the annual value of the lands, which it is agreed by this Article that Bala Baee Saheb, Munsoor Saheb, Moonshee Kavel Nyne, Boogajee Jamda, Oomrajee Jadhow, and Wirda Charee are to continue to hold; and provided that no troops in the service of the Maharaja are to be introduced into Dhoolpoor, Baree, and Raja Kera, or the other lands held in Jageer, under the pretence of collecting the Revenue, or any other pretence whatever.

Article VIII.

Whereas, the Maharaja Dowlut Rao Sindia has represented that his family have long held, in Inam, certain lands, villages, &c., in the territories of Rao Pundit Prudhan, viz.,

Chambhargonda Purguna,
Jamgaon,
Ranjungaon,
Half of Sheogaon Purguna,
Six Villages in Umbur Purguna,
Five Villages in Pythun Purguna,
Five Villages in Newasa Purguna,
Five Villages in Kural Purguna,
Six Villages in Poona Purguna,
Two Villages in Waee Purguna,
Six Villages in Patoda Purguna,
Five Villages in Pandépergaon Purguna,
Five Villages in Pagood Purguna,
Two Villages in Parner Purguna;

Which have been lately taken possession of by the British Government and their Allies, it is agreed that those lands and villages shall be restored to him,

provided that no troops shall ever be introduced into those lands and villages under pretence of collecting the Revenues, or any other pretence whatever.

ARTICLE IX.

Certain Treaties have been made by the British Government with Rajas and others, heretofore feudatories of the Maharaja Alijah Dowlut Rao Sindia: these Treaties are to be confirmed; and the Maharaja hereby renounces all claims upon the persons with whom such Treaties have been made, and declares them to be independent of his Government and authority, provided that none of the territories belonging to the Maharaja, situated to the South of those of the Rajas of Jeypoor and Jodhpoor, and the Rana of Gohud, of which the Revenues have been collected by him or his Amildars, or have been applicable as Surunjamee to the payment of his troops, are granted away by such Treaties. Lists of the persons with whom such Treaties have been made will be given to the Maharaja Dowlut Rao Sindia, when this Treaty will be ratified by his Excellency the Governor General.

ARTICLE X.

No person whatever is hereafter to be molested, on account of the part which he may have taken in the present war.

ARTICLE XI.

It is agreed that the rights of His Highness the Peshwa to certain lands in Malwa and elsewhere shall be established as heretofore; and in case any difference should arise respecting those rights, it is agreed that the Honorable Company shall mediate, arbitrate, and decide, according to the principles of justice, between His Highness and the Maharaja, and whatever shall be thus decided will be agreed to by both parties, and will be carried into execution.

ARTICLE XII.

The Maharaja Dowlut Rao Sindia hereby renounces all claims upon His Majesty Shah Alum, and engages, on his part, to interfere no further in the affairs of His Majesty.

ARTICLE XIII.

The Maharaja Alijah Dowlut Rao Sindia engages never to take or retain in his service any Frenchman, or the subject of any other European or American power, the Government of which may be at war with the British Government, or any British subject, whether European or Native of India, without the consent of the British Government.

ARTICLE XIV.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the Court of the other.

ARTICLE XV.

The Honorable Company, being bound by Treaties of general defensive alliance with His Highness the Soobhedar of the Deccan, and His Highness Rao Pundit Prudhan, to which the Maharaja Alijah Dowlut Rao Sindia is desirous of acceding, he is to be admitted to the benefits thereof; and the Honorable Company, with a view to the future security of the Maharaja's territories, engage, in the event of his agreeing to the Treaty above mentioned, in two months, to furnish him with a force consisting of six Battalions of Infantry, with their complement of Ordnance and Artillery, and usual equipments of military stores, &c., and the expense of this force is to be defrayed out of the Revenues of the lands ceded by the II. III. and IV. Articles. But it is agreed, that in case it should suit the interests of the Maharaja's Government to decline to enter into the Treaty above mentioned, such refusal shall not affect any of the other stipulations of this Treaty of peace, which are in every respect to be binding on the contracting parties, their heirs and successors.

ARTICLE XVI.

This Treaty is to be ratified by the Maharaja Dowlut Rao Sindia in eight days from this time; and the ratification is to be delivered to Major General Wellesley.

Major General Wellesley engages that it shall be ratified by His Excellency the Governor General in Council, and the ratification shall be delivered to the Maharaja in three months, or sooner, if possible.

The orders for the cessions of the territories shall be delivered to Major General Wellesley, at the same time with the ratification of the Treaty of peace; but the forts of Asseergur, Powangur, and Dohud, are not to be delivered up till accounts will have been received that the territories ceded have been evacuated by the Maharaja's Officers and troops.

Done in Camp, at Surje Anjungaum, this 30*th December* 1803, *answering to the* 15*th Rumzan* 1213, *Fuslee.*

(Signed) ARTHUR WELLESLEY.
„ WITHUL MAHADEO.
„ KAVEL NYNE.
„ YESHWUNT RAO GHORPURAY.
„ NARO HURY.

This Treaty was ratified { *By the Governor General in Council, on the* 13*th February* 1804,
By His Highness the Nizam, on the 28*th April* 1804,
By the Peshwa, on the 14*th May* 1804;

The copy ratified by Sindia, was delivered to Sir A. WELLESLEY, *on the* 5*th of January* 1804.

Memorandum of the Jaédads belonging to the Amils of Zufur Yab Khan, the son of Sumroo.*

In the Dooab.

Purguna of Pulum	1,39,665
Ditto Boorhana	1,48,646
Ditto Bernaba	1,32,755
Ditto Umulpoor Byrat	1,00,875
Ditto Jharee Sama	50,000
Ditto Sirdhana	2,07,750
Ditto Jewur Juhangeerpoor	1,42,000
Ditto Kotanna	1,32,300
Ditto Doghal Gaon	12,400
Ditto Noorpoora	9,425

Belonging to Ajeet Sing and Heera Sing Jat, to the West of the River Jumna.

Purguna of Fureedabad	1,26,500
Ditto Foujdaree Delhy	6,000

Lands under the Khalsa Mootsuddees, to the West of the River Jumna.

Purguna of Boodhopoor	6,000

Belonging to Mirza Akbur Shah, the heir apparent, to the West of the River Jumna.

Purguna of Kote Kasim	40,000

The Zumeendaree of Runjeet Sing, in the Dooab.

Hoosyna Gunj and Panee Gaon	6,000
To the West of the River Jumna	13,32,370

Belonging to Madhow Rao Khutree.

Villages in the Dooab	5,000

Belonging to Madhow Rao Phalkia.

In the Dooab	2,25,843

Sutwajee Phalkia.

In the Dooab	84,938

Kutooba Bysakh.

To the West of the Jumna	73,284

Baboojee Sindia, to the West of the Jumna.

Paniput	99,478
Mungothla	50,000
Govurdhun	10,000

Goolab Baee Kudum.

3 Mahals in the Dooab	1,30,251

Gungadhur Bugaram.

2 Mahals in the Dooab	1,22,568

* The Original Treaty of the 30th December 1803, (vide pages 712 ad 716,) has no Schedule attached to it; this Memorandum, however, is affixed to the office copy, (Bengal Secretariate,) and is presumed to be the Schedule referred to in Article II. at page 713.

Yeshwunt Rao Sindia and Raghojee Kudum, 2 Mahals to the West of the Jumna.

Narnoul and Kathee	1,64,000

Lands assigned to the Postmaster.

In the Dooab	33,750

Goordut Sing.

In the Dooab, Mahal Jhunjena	36,554

Bhag Sing.

In the Dooab	57,968

Seth Sing Seik.

Karnal to the West of the River Jumna	14,000

Ahmud Alee Khan.

In the Dooab	57,000

Nijabut Alee Khan, in the Dooab.

Purguna of Wanhut	22,000
Ditto Phoognar	20,000
Ditto Doornee	7,000
Ditto Sala Khera	7,000

Surmust Khan.

In the Dooab	62,000

Fyz Tulub Khan, to the West of the Jumna.

Purguna of Ruhtook	2,93,208

Mahomed Alee Khan.

In the Dooab	33,000

Urub Alee Khan.

In the Dooab	18,968

Resumed Jageers, &c., in the Dooab, and to the West of the Jumna, belonging to General Perron.

Purguna of Noojhil, to the West of the River Jumna	1,15,000
Duties collected at the Ghaut of Shahadwa, opposite to Agra	5,248
Ditto Bhookur	60,300
Niloha	14,850
Keerapoor	1,67,000
Bhoomas	8,200
Jubelee	4,650

Talookas in the Dooab.

Tooksan	15,000
Bucha	15,000
Bajapoor	18,000
Duties collected at Hunseea Gunge	36,047

To the West of the Jumna.

Soosa	20,000
Badurgur and Hasengur	25,000
Bahora	20,400

The Soobah of Suharunpoor.

Huwelee Suharunpoor	51,627
Meliapoor	9,900
Sooltanpoor	25,600
Nanoobad	15,200
Badowlee	32,605
Nameta	17,791
Teeturwara	10,070
Sukrar Khera	10,202
Subes, &c	25,000
Lands belonging to Buhrmund Khan	3,100
Puhurkhera	48,000
Gunga Daspoor	36,000
Mogleapoor	3,200
Ubet, in part	5,493
Bhajepoor	10,000
Bursud and Fureedpoor	35,000
Roulapoor, &c	89,901
The fair and Jageer of Huridwar	50,000

Under George Thomas, on the right of the Jumna.

Purguna of Jhijur	1,51,930
Beree and Mudaoo	76,505
Badlee	62,982
Lahoree and Pathora	15,000

Belonging to Shah Nizam-ood-Deen, in the Dooab.

Seamlee	38,000
Chephoolee	53,000
Islamabad	33,000
Tehar	25,000
Buwara	56,223
Bhoosoonra	32,000

Belonging to Mr. John Baptiste, to the West of the River Jumna.

Rewaree	1,41,200
Tijara	44,349
Tawuro	35,000
Patodee	38,374
Wawul	28,610
Firozpoor Jhilka	19,864
Talooka of Sursum	15,000

Designed for the expenses of His Majesty's Establishment.

Balput, in the Dooab	1,72,425
Burun, in the Dooab	1,04,895
Phoot and Liawa	1,75,235
Pruchitgur	77,200
Lonee Julalabad, in the Dooab	1,90,201
Huwelee Palum, in the Kusba of Delhi	1,89,533
Rahulee Goojur, in the Dooab	1,08,896
Surwa and Khurkanda, in the Dooab	64,434
Sekunderabad, ditto	75,625
Shikarpoor, to the West of the Jumna	25,300
Khasna, in the Dooab	72,064
Kirawuhan, ditto	32,700
Nujeebgur, to the West of the Jumna	1,10,760
Duttianee	4,000
Kiver	20,000
Mint of the City of Delhi	26,000
From the office of Kuroree	1,25,601
Taxes from the shop-keepers of Delhi	17,000
Duties from the Mahals of the city	40,000
From the collection of export Duties	1,500
Houses in Delhi, &c. becoming the property of the Crown, from the death of persons without heirs	4,900

Runjeet Sing Jat.

Kama, Kawuree, Paharee, to the West of the River Jumna	1,00,000

Amildarees under the charge of Bamun Khundé Rao, to the West of the River Jumna.

Kanor	73,918
Rutteea Mundawer	29,756
Ismaelpoor	8,337
Neemrara	12,001
Kor Pootlee	40,042
Dadenee	53,001
Surae Soba Chund	1,401
Bijwara	2,500
Khodana	7,500
Goonalee Nahurjal	26,641

Under the charge of Krishnajee Appa, the Fort of Kishengur.

Bundora	1,324
Bhumbora	17,238
Khyrthul	1,712
Doorugur	2,500

Hoorsoolee	10,000
Futtehabad	8,000
Turrufpoor	7,000
Ambajee Inglia, Mutra, and the Customs collected in Noojheel	55,000

Memorandum of the Mahals in Hindoostan formerly belonging to General Duboigne.

In the Dooab.

Kol	1,70,000
Ungrolee	3,01,500
Dobhye	60,000
Koorja	1,40,000
Danpoor	5,000
Jellasore	2,15,000
Khuleelgunge	62,500
Khundolee	87,088
Gur Moktesur	70,000
Jewur	84,000
Math	1,41,500
Firozabad	4,00,176
Sadabad	2,02,088
Hapur	1,40,000
Chundosee	85,000
Khyr	1,15,000
Shikarpoor	41,500
Umbur and Kumalpoor	57,894
Seepoo	40,000
Raha	45,000
Aar	18,000
Byrampoor	31,000
Hatras	1,88,000
Moorsan	1,20,000
Biswa	12,000
Mahabun	21,424
Mewat	1,41,617

To the West of the River Jumna.

Purguna of Pulwul	2,72,375
Noop	1,05,687
Nudeem	45,725
Sohana	1,20,000
Sakras	15,634

Nownabee Chor	60,053
Horul	77,620
Hutteen	1,78,258
Buhadeemut Jehandawur	1,56,500

Under Raja Ambajee Inglia, to the West of the River Jumna.

Purguna of Futeemabad	1,24,175
Ditto Uchuneree	1,30,000
Furroo	12,600
Koosee	1,98,553
Sergur	28,989
Husungur	1,50,000
Goryee	25,315

In the Dooab.

Purguna of Duriapoor	15,000
Maheria	30,000
Meruth	2,03,855
Dasna	1,90,680
Baroolee	27,000
Hasian	55,000

Under Colonels George and John Hessing, to the West of the River Jumna.

Collections of the Customs and Mint at Agra	82,500
Purguna of Kurara	79,697
Ditto Surhudee	36,001
Ditto Jugner	45,238
Ditto Nalpoora	1,20,145
Ditto Khyragur	70,135
Ditto Herawulee	72,778
Ditto Futtehpoor Sikree	80,734
Ditto Iradutnugur	60,000
Ditto Shumsabad	1,12,104
Ditto Lohmundnee	1,36,425
Ditto Norsing	60,205

Talookas in the Dooab belonging to the same persons.

In Saharunpoor.

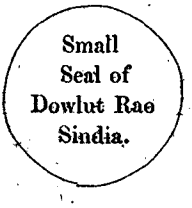
Gungoo	30,000
Jara and Gunget	13,550
Poorchupar	34,892
Lukhnoutee	15,000
Gunnoor	6,932
Chapyte Kheree	7,000
Sumalia	6,642

Shikarpoor Khooddee	61,883
Kuttowlee	80,917
Kandla	47,641
Sonput	39,348
Gohana	1,16,329

Translation of a Letter from Dowlut Rao Sindia, to BALKRUSHNA KHOOSHALCHUND, *dated the 17th Rumzan, or 1st January* 1804.

AFTER COMPLIMENTS.

The Fort and Purguna of Broach, together with the Mahals, have been taken off your hands, and have been made over to the Sirkar of the Honorable English Company Bahadoor.* The Kumavisdars, on the part of the said Sirkar, will therefore exercise authority in the said Fort and Mahals. You are therefore not to interfere there, but to make over to them the said Fort, together with its warlike stores, and the Thanas of the Mahals, and to take a receipt for the same. Let this be known. What more need be written? This is the request.



(True translation.)

(Signed) C. J. ERSKINE,
Depy. Secy. to Government.

* Vide Article III. of the preceding Treaty, at page 713.

Translation of a Sunud, or Order, from Dowlut Rao Sindia to the Desaees, Mujumdars, and other Zumeendars of Purguna Broach, in the Province of Guzerat—Dated 17th Rumzan, or 1st January 1804, A. D.

The above Purguna, together with its Fort and Mahals, has been given up to the Sirkar of the Honorable English Company Bahadoor. You will therefore wait on the Kumavisdars, on the part of the Honorable Company, and pay regularly to them the Revenue of the above-mentioned Purguna. Let this be known.

(True translation.)

(Signed) C. J. ERSKINE,
Depy. Secy. to Government.

Treaty of Alliance and mutual Defence with Dowlut Rao Sindia. Dated the 27th February 1804.

Treaty of Alliance and mutual Defence between the Honorable the English East India Company and the Maharaja Alijah Dowlut Rao Sindia, Bahadoor, and his children, heirs, and successors, settled by Major JOHN MALCOLM, *on the part of the Honorable Company, and by* BAPOO WITHUL PUNT and MOONSHEE KAVEL NYNE, *on the part of the Maharaja Dowlut Rao Sindia, after having communicated to each other their full powers; the said Major John Malcolm being deputed to the Court of Dowlut Rao Sindia by Major General the Honorable Arthur Wellesley, the Honorable Major General aforesaid being invested with full powers and authority from His Excellency the Most Noble, Richard, Marquis Wellesley, Knight of the Most Illustrious*

Order of Saint Patrick, of His Britannic Majesty's Most Honorable Privy Council, appointed by the Honorable Court of Directors of the said Company to direct and control all their Affairs in the East Indies.

Whereas, by the blessing of God, the relations of friendship and union have been happily established between the Government of the Honorable Company and that of the Maharaja Alijah Dowlut Rao Sindia, Bahadoor, by a recent Treaty of Peace, the two Governments aforesaid, adverting to the complexion of the times, have now determined, with a view to the preservation of peace and tranquillity, to enter into this Treaty of General Defensive Alliance, for the reciprocal protection of their respective territories, together with those of their several allies and dependents, against unprovoked aggression, and against the encroachments of all or any enemies whatever.

ARTICLE I.

The friendship and union established by the former Treaty between the two States shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either State shall be the friends and enemies of both, and their mutual interests shall henceforward be inseparable.

ARTICLE II.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Article, the Governor General in Council, in behalf of the Honorable Company, hereby declares, that the British Government will never permit any Power or State whatever to commit, with impunity, any act of unprovoked hostility or aggression against the rights and territories of the Maharaja Dowlut Rao Sindia, but will at all times, in compliance with the requisition of the Maharaja, maintain and defend the same, when such requisition is made, in the like manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

With a view to fulfil this Treaty of mutual defence, the Maharaja agrees to receive, and the Honorable Company to furnish, a subsidiary force, of not less than six thousand Regular Native Infantry, with the usual proportion of artillery, and with the proper equipment of warlike stores and ammunition. This force is to be stationed at such place near the frontier of Dowlut Rao Sindia, as may hereafter be deemed most eligible by the British Government, and it

will be held in readiness at such station to proceed, as soon as possible, for the execution of any service on which it is liable to be employed by the conditions of this Treaty.

ARTICLE IV.

And it is further agreed, that, in conformity to the stipulations of the fifteenth Article of the Treaty of Peace concluded by Major General Wellesley, on the part of the Honorable Company, and by Bapoo Withul, Moonshee Kavel Nyne, &c. on the part of the Maharaja Alijah Dowlut Rao Sindia, that all charges and expenses of the six Battalions above mentioned, and of their ordnance, artillery, military stores, and equipment, shall be defrayed by the Honorable Company, out of the produce of the Revenues of the territories ceded by the Maharaja Alijah Dowlut Rao Sindia, to the said Company, by the second, third, and fourth Articles of the aforementioned Treaty of Peace, which territories are specified in a Statement annexed to that Treaty.

ARTICLE V.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall, whenever the aforesaid force is within the territories of the Maharaja, in consequence of his requisition, be entirely exempt from Duties; and whenever any further force of the Honorable Company shall, in consequence of war with any other State, be in the dominions of the Maharaja, they shall (in like manner as the subsidiary force) be exempt from all Duties upon the aforesaid articles of necessary use and consumption; and it is also agreed, that whenever any part of the army of the Maharaja is in the territories of the Honorable Company, for purposes connected with the fulfilment of this Treaty, that no Duties on grain, camels, wearing apparel, &c. as stated above, which the party of the army of the said Maharaja may require, shall be collected; and it is further agreed, that the Officers of the respective Governments, while they are (in the fulfilment of the Articles of this Treaty) either with the army or in the territories of the other, shall be treated with that respect and consideration which is due to their rank and station.

ARTICLE VI.

The subsidiary force will, at all times, be ready, on the requisition of the Maharaja, to execute services of importance, such as the care of the person of the Maharaja, his heirs and successors, the protection of the country from attack or invasion, the overawing and chastisement of rebels or exciters of disturbance in the Maharaja's dominions; but it is not to be employed on trifling occasions.

ARTICLE VII.

Whereas it is agreed in the thirteenth Article of the Treaty of Peace, that the Maharaja Alijah Dowlut Rao Sindia shall never take or retain in his service

any Frenchman, or the subject of any other European or American Power, the Government of which may be at war with Great Britain, or any British subject, whether European or native of India, without the consent of the British Government; the Maharaja now further engages, that he will hereafter never employ in his service, nor permit to reside in his dominions, any European or American whatever, without the consent and acquiescence of the British Government; the said British Government, on its part, engaging that it never will employ, or permit to reside in its dominions, any person, subject of the Maharaja or others, who shall hereafter be guilty of crimes or of hostility against the person or Government of the aforesaid Maharaja Dowlut Rao Sindia.

ARTICLE VIII.

As, by the present Treaty, the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharaja engages neither to commence nor to pursue, in future, any negociation with any States or Principal Powers, without giving previous notice, and entering into mutual consultation with the Honorable East India Company's Government, and the Honorable Company's Government, on their part, declare that they will have no manner of concern with any of the Maharaja's relations, dependents, military chiefs, or servants, with respect to whom the Maharaja is absolute; and that they will, on no occasion, ever afford encouragement, support, or protection, to any of the Maharaja's relations, dependents, chiefs, or servants, who may eventually act in opposition to the Maharaja's authority; but on the contrary, (at the requisition of the Maharaja,) they will aid and assist to punish, and reduce all such offenders to obedience: and it is further agreed, that no Officer of the Honorable Company shall ever interfere in the internal affairs of the Maharaja's Government.

ARTICLE IX.

As the chief object and design of the present defensive alliance is the security and protection of the dominions of the contracting parties, and their allies and dependents, from all attack whatsoever, the Maharaja Dowlut Rao Sindia engages never to commit any act of hostility against any State or Chief in alliance with the Honorable Company, or against any other State or Principal Power; and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with his full approbation and acquiescence.

ARTICLE X.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other States and Principal Powers, and to cultivate and improve the general relations of peace and amity with all the prin-

cipal powers of India, according to the true spirit and tenor of this Treaty; but if a war should unfortunately break out between the contracting parties and any other State or power whatever, then the Maharaja Alijah Dowlut Rao Sindia engages, that the English force, consisting of six battalions, with their guns, &c., joined by a detachment of his army, consisting of six thousand of the Maharaja's Infantry and ten thousand of his Paga and Silledar Cavalry, which force the Maharaja engages always to keep ready, shall be immediately put in motion, for the purpose of opposing the enemy; and the Maharaja also engages to employ every further effort for the purpose of bringing into the field the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company in the same manner engage, on their part (on such event occurring), to employ, in active operations against the enemy, as large a force as the service may require, over and above the said subsidiary force.

ARTICLE XI.

Whenever war shall appear probable, the Maharaja Alijah Dowlut Rao Sindia engages to collect as many Brinjarees as possible, and to store as much grain as may be practicable, in the frontier garrisons. The Company's Government also, with a view to the effectual prosecution of the war, engage to adopt similar measures in their frontier garrisons.

ARTICLE XII.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities against any Principal Power, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negociation, according to the tenor of the preceding Treaty. If, contrary to the spirit and object of this defensive Treaty, war with any State should hereafter appear unavoidable, (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms. It is declared, that in the event of war, and of a consequent partition of conquests between the contracting parties, the shares of each Government shall be equal, in the division of any territory which may be acquired by the successful exertions of their united arms; provided that each of the contracting parties shall have faithfully fulfilled all the stipulations of this Treaty.

ARTICLE XIII.

The interests of the contracting parties being identified by this defensive alliance, it is agreed that the Honorable Company's Government shall be at liberty to employ the whole or any part of the subsidiary force established by the Treaty, in the quelling of any disturbances which may arise within their

territories, or in the performance of any other service which may be required by the said Honorable Company's Government, provided such service shall not interfere with any other duties on which the said subsidiary force is liable to be employed, under the conditions of this Treaty. And if disturbances shall at any time break out in any part of the Maharaja's dominions which lie contiguous to the frontier of the Honorable Company, and to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by Dowlut Rao Sindia, shall direct such of the Company's troops as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the Maharaja's dominions; and if disturbances shall at any time break out in any part of the dominions of the British Government which lie contiguous to the frontiers of the Maharaja, the Maharaja, if required by the British Government, shall direct such of his troops as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within the dominions of the British Government.

ARTICLE XIV.

In order to strengthen and confirm the friendship established between the two States, it is agreed that neither of the two contracting parties shall enter into any alliance, or have any concern with the tributaries or Chiefs of the other; and, in order to support the independent authority of both Governments, it is agreed and declared, that hereafter neither of the contracting parties will give protection or countenance to the rebellious tributaries and subjects of the other; but they will use their utmost endeavours for the apprehension of such rebels, in order that they may be brought to punishment.

ARTICLE XV.

The Honorable Company agree to exert their influence to maintain the observance of such usages on matters of form and ceremony, and other customs, as shall appear to have been fixed, on all points of intercourse and communication, between the Peshwa and his ancestors, and the Maharaja Dowlut Rao Sindia and his ancestors; and the English Government also agree to recognize the right of Dowlut Rao Sindia to all possessions he holds, whether by written Sunuds or grants of the Peshwa, or by the unwritten authority of that Prince, according to former usage, provided such Sunuds do not interfere with the faithful fulfilment of the Treaty of Peace; and provided also, that in all cases where disputes may arise on the subject of possessions held by unwritten authority, the Maharaja Dowlut Rao Sindia agrees to refer to the sole arbitration of the said British Government, who will decide (with reference to former usage), on the principles of truth and justice. The English Government further agrees to use its endeavours to prevent any acts which have been done by Dowlut Rao Sindia or his ancestors, under the authority reposed in him or them by the Peshwa or his ancestors, from being subverted, provided their being

supported is strictly consistent with the preservation of the honour and dignity of His Highness the Peshwa, and of the stipulations of the Treaty of Peace.

ARTICLE XVI.

This Treaty, consisting of sixteen Articles, being this day settled by Major Malcolm, on the part of the Honorable Company, and by Withul Punt and Moonshee Kavel Nyne, on the part of Dowlut Rao Sindia, Major Malcolm has delivered one copy thereof, in Persian and Murathee and English, signed and sealed by himself, to the said Maharaja, who, on his part, has also delivered one copy of the same, duly executed by himself; and Major Malcolm, by virtue of special authority given him in that behalf by Major General the Honorable Arthur Wellesley (himself vested with full powers as before stated), hereby declares the said Treaty to be in full force from the date hereof, and engages that a copy of the same, from the Governor General in Council, in every respect a counterpart of that executed by himself, shall be delivered to the Maharaja Alijah Dowlut Rao Sindia, in the space of two months and ten days; and on the delivery of such copy, the Treaty executed by Major Malcolm shall be returned.

Done at Boorhanpoor, this twenty-seventh day of February, in the year of our Lord one thousand eight hundred and four, or fifteenth of Zilkad, in the Hijree year one thousand two hundred and eighteen.

The Company's Seal.

(Signed) WELLESLEY.

Ratified by the Governor General in Council, 23rd March 1804.

(Signed) G. H. BARLOW.
G. UDNY.

Definitive Treaty with Dowlut Rao Sindia, with Declaratory Articles annexed, dated the 22nd November 1805.

Definitive Treaty of Amity and Alliance between the Honorable the English East India Company and the Maharaja Alijah Dowlut Rao Sindia Bahadoor, and His Children, Heirs, and Successors.

Whereas various doubts and misunderstandings have arisen, respecting the clear meaning and interpretation of parts of the Treaty of Peace, concluded

between the British Government and Dowlut Rao Sindia, at Surje Anjungaum, on the 30th of December 1803*; With a view of doing away all such doubts, and of preventing the recurrence, in future, of any misunderstanding, this Definitive Treaty of Amity and Alliance is concluded between the two States, by Lieutenant Colonel John Malcolm, acting under the immediate direction and superintendence of the Right Honorable General Gerard, Lord Lake, Commander in Chief of His Majesty's and the Honorable Company's Forces, &c. &c. &c., and vested with full powers and authority from the Honorable Sir GEORGE HILARO BARLOW, Baronet, appointed by the Honorable Court of Directors of the said Company to control and direct all their affairs in the East Indies, and MOONSHEE KAVEL NYNE, vested with full powers and authority, on the part of the said Maharaja Dowlut Rao Sindia.

ARTICLE I.

Every part of the Treaty of Peace concluded by General Sir Arthur Wellesley, K. B., at Surje Anjungaum, except what may be altered by this Engagement, is to remain binding upon the two States.

ARTICLE II.

The Honorable Company can never acknowledge that Dowlut Rao Sindia has any claim or right, grounded on the Treaty of Surje Anjungaum, to possess the fort of Gwalior or the territories of Gohud; but, from considerations of friendship, it agrees to cede to the Maharaja that fortress, and such parts of the territory of Gohud as are described in the accompanying Schedule.

ARTICLE III.

As a compensation for this cession, and to remunerate the English Government for the annual expense incurred in supporting the Rana of Gohud, Dowlut Rao Sindia agrees, on his own part and that of his Sirdars, to relinquish, after the 1st of January 1806, all right and claim whatever to the pensions of fifteen lacs of Rupees granted to several of the Chief Officers of his State, by the VII. Article of the aforesaid Treaty of Surje Anjungaum.

ARTICLE IV.

The Honorable Company agree to pay to Dowlut Rao Sindia the arrears due upon the pensions granted by the VII. Article of the Treaty of Peace, as above mentioned, up to the 31st of December 1805; and also the balance due upon the revenues of Dhoolpoor, Raja Kera, and Baree, up to the same date, making deductions on the following heads:—

1st. Pensions forfeited by Bapoo Sindia and Sudasheo Rao, by acts of hostility towards the British Government, to be stopped from the date of their hostility.

* Vide pages 712 ad 716.

2nd. Plunder of the British Residency.

3rd. Cash advanced by Mr. Jenkins to parties of the Maharaja's troops.

4th. Charges of collections, &c. for the provinces of Dhoolpoor, Baree, and Raja Kera.

ARTICLE V.*

With a view of preventing any misunderstanding, relating to their respective possessions on the quarter of Hindoostan, it is agreed that the river Chumbul shall form the boundary between the two States, from the city of Kota to the West, to the limits of the territories of Gohud to the East; and within that extent of the course of the Chumbul, Dowlut Rao Sindia shall have no claim or right to any rule, tribute, revenue, or possessions on its North bank; and the Honorable Company shall have no claim or right to any rule or tribute, revenue or possession, on the South bank of that river. The Talookas of Bhadek and Soorseperara, which are on the banks of the Jumna will, however, remain in the possession of the Honorable Company.

ARTICLE VI.

By the V. Article of this Treaty, which makes the river Chumbul the boundary of the two States, from the city of Kota to the West, to the limits of the territories of Gohud to the East, the Maharaja resigns all pretensions and claims to any tribute from the Raja of Boondee or any other, on the North bank of the Chumbul, within the aforementioned limits; as also to the countries of Zemeedah, Dhoolpoor, Raja Kera, and Baree, all which, anciently in the possession of the Maharaja, now remain in the possession of the Honorable Company.

ARTICLE VII.

The Honorable Company, in consideration of the benefits derived from the Article which makes the Chumbul the boundary between the two States, and from friendship to the Maharaja, agree to grant to him, personally and exclusively, the annual sum of four lacs of Rupees, to be paid by quarterly instalments, through the Resident at the Durbar; and the Honorable Company also agree to assign, within their territories in Hindoostan, a Jageer (to be holden on the same footing as that enjoyed by Bala Baee) amounting to a Revenue of two lacs of Rupees per annum to Baeeza Baee, the wife of Dowlut Rao Sindia, and a Jageer amounting to the sum of one lac of Rupees per annum to Chimna Baee, the daughter of that Chief.

ARTICLE VIII.†

The Honorable Company engage to enter into no Treaties with the Rajas of Oodepoor and Jodhpoor and Kota, or other Chiefs, tributaries of Dowlut Rao Sindia, in Malwa, Meywar, or Marwar, and in no shape whatever to interfere with the settlement which Sindia may make with those Chiefs.

* NOTE.—Articles V. VI. and VII. of this Treaty were subsequently modified to the effect of the two DECLARATORY ARTICLES, entered at page 735.

† This Article was declared to be "abrogated and annulled" by Article IX. of the Treaty with Sindia, dated the 5th November 1817. Vide page 736.

ARTICLE IX.

The Honorable Company are now engaged in a war with Jeswunt Rao Holkar, and using every exertion for his reduction; but should they hereafter make a peace, or enter into any agreement with that Chief, they engage not to restore to him, or desire to be restored to him, any of the possessions of the family of Holkar in the province of Malwa, lying between the Rivers Taptee and Chumbul, which may have been taken by Dowlut Rao Sindia; nor will the Honorable Company interfere, in any manner whatever, in the disposal of those provinces; and they will consider Dowlut Rao Sindia at full liberty to make such arrangements as he chooses with Jeswunt Rao Holkar, or with any other branch of the Holkar family, respecting the claims of that family to tribute from Rajas, or others, or to any possessions situated to the North of the River Taptee, and to the South of the River Chumbul, but it is to be clearly understood, that as the Company's Government agrees not to concern itself with the arrangements which Sindia may make with the family of Holkar, respecting their claims or hereditary possessions situated between the Taptee and the Chumbul, that Government will not take part in any dispute or war which may be the result or consequence of such arrangement or settlement.

ARTICLE X.

As Surjé Rao Ghatkia has acted in a manner calculated to disturb the friendship between the two States, the Maharaja agrees never to admit that Chief to share in his councils, or to hold any public employment under his Government.

ARTICLE XI.

This Treaty, consisting of XI. Articles, has been this day settled by Lieutenant Colonel John Malcolm, acting under the direction of the Right Honorable Lord Lake, on the part of the Honorable Company, and by Moonshee Kavel Nyne, on the part of Dowlut Rao Sindia. Lieutenant Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, to the said Moonshee Kavel Nyne, to be forwarded to the Maharaja Dowlut Rao Sindia, and has received from the said Moonshee Kavel Nyne a counterpart of the said Treaty, signed and sealed by the said Moonshee. Lieutenant Colonel John Malcolm engages that a copy of the said Treaty, ratified by the Honorable the Governor General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Moonshee Kavel Nyne, to be forwarded to the Maharaja, within the period of one month from this date, and on the delivery of such copy to the Maharaja, the Treaty executed by Lieutenant Colonel John Malcolm, under the immediate direction of the Right Honorable Lord Lake, shall be returned; and Moonshee Kavel Nyne in like manner engages, that another copy of the said Treaty, ratified by the Maharaja Alijah Dowlut Rao Sindia, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Lieutenant Co-

lonel John Malcolm, to be forwarded to the Honorable the Governor General, within the period of one month from this date; and on the delivery of such copy to the Honorable the Governor General, the Treaty executed by Moonshee Kavel Nyne, by virtue of the full powers and authority vested in him, as above mentioned, shall also be returned.

Done at Moostafapoor, this 22nd day of November, A. D., 1805, *or 29th of Shaban, in the year of the Hijree* 1220.

(Signed) JOHN MALCOLM.
KAVEL NYNE.

(A true copy.)
(Signed) N. B. EDMONSTONE,
Secretary to Government.

Separate Schedule of Districts, pertaining to Gwalior and Gohud, which are ceded to the Maharaja Alijah Dowlut Rao Sindia on the part of the British Government.

The Fortresses of Gohud and Gwalior, 44 *Mahals, viz.*

The fortresses of Gohud and Gwalior.
Gurée Gwalior.
Antry, &c., 5 *Mahals.*
Antry.
Chemuk.
Bunwar.
Salpe.
Jittors.
Allahapoor.
Sawmowlie.
Pahurgur, &c., belonging to Sukurwaree, both Zumeendaree and Khalisa.
Talooka of Chittawur.
Purguna of Bhind, and its Fortresses.
Do. of Athere.
Talooka of Pohpey.
Do. of Oomree.
Do. of Bullaweh.
Do. of Aba.
Do. of Jugnee.
Seray Chooleh.
Dhoondree.
Auhoon.
Nourabad.
Atoora.
Bahadurpoor.
Bulhertee.
Kurwas.

Girdé Gohud.
Bahut.
Talooka of Sookulharree.
Do. of Aban.
Indurkhee.
Bundere.
Theda.

Sahur, &c. belonging to Kurewahur Zumeendaree, 6 Purgunas.

Sahur.
Rampoora.
Gopalpoor.
Khugeesees.
Gohound.
Nubaskhera.

Gujeera.
Kutowlee.
Sawan Kalan.
Purguna of Moh.
Do. of Kutwa.
Deogur.

(A true copy.)

(Signed) N. B. EDMONSTONE,
Secretary to Government.

DECLARATORY ARTICLES (agreed to on the 3rd December 1805) annexed to the Treaty concluded between the Right Honorable Lord Lake, on the part of the Honorable Company, and Maharaja Dowlut Rao Sindia, on the 22nd November 1805.

Whereas objections have arisen to the terms of the V. VI. and VII. Articles of the aforesaid Treaty, it is hereby agreed and declared, that, in lieu of those three Articles, the two following shall be substituted :—

ARTICLE I.

With a view of preventing any misunderstanding relating to the respective possessions of the Honorable Company and Maharaja Dowlut Rao Sindia, in the quarter of Hindoostan, the Maharaja hereby agrees to cede to the Honorable Company all the territory North of the River Chumbul, which was ceded to the Maharaja by the VII. Article of the Treaty of Surjé Anjungaum, that is to say, the whole of the districts of Dhoolpoor, Baree, and Raja Kera, and the Honorable Company shall have no claim or right to any rule, tribute,

revenues, or possessions on the South bank of that river. The Talookas of Bhadek and Soorseperara, which are on the banks of the Jumna, will, however, remain in the possession of the Honorable Company.

ARTICLE II.

The Honorable Company, from friendship to the Maharaja, agree to grant to him, personally and exclusively, the annual sum of four lacs of Rupees, to be paid by quarterly instalments, through the Resident at the Durbar. And the Honorable Company also agree to assign, within their territories in Hindoostan, a Jageer (to be holden on the same footing as that enjoyed by Bala Baee), amounting to a revenue of two lacs of Rupees per annum, to Baeeza Baee, the wife of Dowlut Rao Sindia, and a Jageer, amounting to one lac of Rupees per annum, to Chimna Baee, the daughter of that Chief.

Done at Ilahabad, this third day of December, one thousand eight hundred and five.

(Signed) G. H. BARLOW.

(A true copy.)

(Signed) N. B. EDMONSTONE,
Secretary to Government.

Treaty of Concert and Alliance with Dowlut Rao Sindia, dated the 5th November 1817.

Treaty of Concert and Alliance between the Honorable the English East India Company and Maharaja Alijah Dowlut Rao Sindia, Bahadoor, and his Children, Heirs, and Successors, settled on the part of the Honorable Company by Captain ROBERT CLOSE, *by virtue of full powers to that effect vested in him by His Excellency the Most Noble Francis, Marquis of Hastings, Knight of the Most Noble Order of the Garter, one of His Britannic Majesty's Most Honorable Privy Council, Governor General, appointed by the Honorable Company to direct and control all their Affairs in the East Indies, Commander in Chief of His Majesty's and the Honorable Company's Forces, &c. &c. &c.; and on the part of His Highness Dowlut Rao Sindia by* RAM CHUNDRU BHASKUR, *duly empowered by His Highness to that effect.*

Whereas the British Government and Maharaja Alijah Dowlut Rao Sindia, Bahadoor, are mutually actuated by a desire to suppress the predatory power of the Pendharees, and to destroy and prevent the revival of the predatory system in every part of India, the following Articles have been agreed on, for the purpose of giving effect to the mutual wishes of the two States.

ARTICLE I.

The contracting parties engage to employ the forces of their respective Governments, and of their allies and dependents, in prosecuting operations against the Pendharees and any other bodies of associated freebooters; to expel them from their haunts, and to adopt the most effectual measures to disperse and prevent them from re-assembling. With this view, the forces of the two Governments and their respective allies will immediately attack the Pendharees and their associates, according to a concerted plan of operations, and will not desist until the objects of this Engagement are entirely accomplished. The Maharaja further agrees to employ his utmost efforts to seize the persons of the Pendharee leaders and their families, and deliver them up to the British Government.

ARTICLE II.

The Pendharee hordes having established themselves in the territories of the Maharaja and other neighbouring States, it is hereby agreed that, on their expulsion, such of the lands occupied by them as heretofore belonged to the Maharaja shall be immediately resumed by His Highness, who engages never to re-admit them to possession. Such of the lands now occupied by the Pendharees as belong to other States shall be restored to their rightful proprietors, provided they shall have exerted themselves to the extent required in expelling the Pendharees, and shall engage never to re-admit them, or in any way to connect themselves with those freebooters. Those lands shall otherwise be delivered over to Maharaja Dowlut Rao Sindia, and be held by him on the same conditions.

ARTICLE III.

Maharaja Dowlut Rao Sindia hereby engages never to re-admit the Pendharees or any other predatory bodies into his territories, or in any manner to give them the smallest countenance or support, or to permit his Officers to do so; on the contrary, His Highness promises to issue the most positive orders to all his Officers, civil and military, and to enforce them, by the severest penalties, to employ their utmost efforts to expel or destroy any bodies of plunderers who may attempt to take refuge in His Highness' territories. All Officers disregarding His Highness' orders are to be considered and dealt with as rebels to the Maharaja, and enemies of the British Government.

ARTICLE IV.

Maharaja Dowlut Rao Sindia is the undisputed master of his own troops and resources. With a view, however, to the more effectual accomplishment of the objects of this Treaty, His Highness agrees, that the Divisions of his troops (which taken together shall amount to 5,000 horse), employed in active operations against the Pendharees or other freebooters, shall act in concert with the British troops, and in conformity to the plan that may be counselled by the

Officer commanding the British Divisions with which His Highness' troops may be appointed to act in concert. With the same view it is agreed, that a British Officer shall be stationed with each Division of the Maharaja's troops, to be the channel of communication between them and the British Commanding Officer; and, to forward the other purposes of their conjunct operations, His Highness engages, that all his Officers, civil and military, shall afford every degree of support and assistance in their power, in procuring supplies or otherwise to the British troops operating in his territory; and any failure in this respect shall subject the offending party to be considered and treated as a rebel to His Highness, and an enemy of the British Government.

ARTICLE V.

Maharaja Dowlut Rao Sindia engages, that the Divisions appointed to act in concert with the British troops shall be maintained in a state of complete equipment, both men and horses, and regularly paid. In order to provide effectually for the latter object, in such a manner as shall prevent all future discussion or dispute, His Highness consents to renounce, for the next three years, the payments now made by the British Government to him, as well as to certain members of his family and Ministers of his Government, and that those sums shall be disbursed towards the payment of His Highness' troops, through the British Officers stationed with them; and the British Government agrees, at the conclusion of the war, and after His Highness' troops shall have received what may be due to them, to pay any balance that may remain to His Highness. With the same view, the Maharaja Dowlut Rao Sindia likewise consents to relinquish, in the fullest manner, to the British Government, for a period of two years, the tribute which he is entitled to receive from the States of Jodhpoor, Boondee, and Kota.

ARTICLE VI.

It is agreed, that the troops of Maharaja Dowlut Rao Sindia, cavalry, infantry, and artillery, shall occupy, during the war, such positions as shall be designated by the British Government, and shall not change them without the express concurrence of that Government, any unconcerted movements being calculated to derange the joint operations of the forces of the two States, and to give advantage to the enemy. It is also agreed, in order to ensure the due execution of the stipulation contained in this Article, that the British Government shall be at liberty to station an Officer in each of the Divisions of the Maharaja's army above mentioned.

ARTICLE VII.

The force that will be put in motion by the British Government, and that actually in the service of Maharaja Dowlut Rao Sindia, being fully sufficient to chastise the Pendharees, and effect the objects of the present Treaty, His Highness agrees, in order to prevent the possibility of collusion between his

Officers and the Pendharees, not to augment his forces during the war, without the concurrence of the British Government. His Highness expressly engages to prohibit his Officers from admitting into the ranks of his army, or otherwise harbouring or protecting the Pendharees, or other freebooters; and all persons neglecting or disobeying these orders are to be considered and treated as rebels to His Highness, and enemies of the British Government.

ARTICLE VIII.

With a view to the more effectual prosecution of the joint operations of the two Governments, and to the facility and security of the communication of the British troops with their supplies, the Maharaja, reposing entire confidence in the friendship and good faith of the British Government, agrees that British garrisons shall be admitted into the forts of Hindia and Asseergur, and shall be charged with the care and defence of those forts during the war, and shall have the liberty of establishing depôts within them. The flag of Dowlut Rao Sindia shall, however, continue to fly in the Fort of Asseergur, and His Highness shall be at liberty to station a Killedar, with a personal guard of fifty men, in the said fort, but it is clearly understood, that the actual command of that place, as well as of Hindia, and the disposal of the warlike stores that may be found in those forts, shall be vested exclusively in the British Commanding Officers. Any part of those stores that may be damaged or expended, while the Forts in question are occupied by the British troops, shall be accounted for, and the value made good to His Highness. For the more effectual performance of this stipulation, inventories shall be taken by Officers, on the part of both Governments, at the time of the occupation of the Forts by the British Government. The present garrisons, (with the exception above stated in regard to Asseergur) shall move out of the Forts. The Maharaja will thenceforward have no further concern with the Sebundees of the garrisons, but His Highness' other troops, including the Paga, &c., shall encamp at such places as may be prescribed by the British Officers, in conformity to the provisions of the VI. Article. The territories depending on the Forts abovementioned will continue to be managed by the Officers of the Maharaja, who will receive every support from the British Government and its Officers. The whole, or such portion of the revenues as may be necessary, shall be appropriated to the payment of the Maharaja's troops acting in concert with the British Divisions, as stipulated in the V. Article; and a faithful account of the whole shall be rendered to His Highness after the conclusion of the war. The two forts above mentioned, and the territories dependent on them, will be restored to the Maharaja, as soon as the operations against the Pendharees, or their confederates, shall be brought to a termination, in the same condition in which they may be delivered up to the British Government. All private property will be respected; and the inhabitants of the towns or villages depending on the forts will enjoy the protection of the British Government, or be permitted to depart with their property, if they think proper.

ARTICLE IX.

The main object of the contracting parties being to prevent for ever the revival of the predatory system in any form, and both Governments being satisfied, that to accomplish this wise and just end, it may be necessary for the British Government to form Engagements of friendship and alliance with the several States of Hindoostan, the VIII. Article of the Treaty of the 22nd of November 1805, by which the British Government is restrained from entering into Treaties with certain Chiefs therein specified, is hereby abrogated and annulled; and it is declared, that the British Government shall be at full liberty to form Engagements with the States of Oodepoor, Jodhpoor, and Kota, and with the State of Boondee, and other substantive States on the left bank of the Chumbul. Nothing in this Article shall, however, be construed to give the British Government a right to interfere with States or Chiefs in Malwa or Guzerat, clearly and indisputably dependent on, or tributary to, the Maharaja: and it is agreed, that His Highness' authority over those States or Chiefs shall continue on the same footing as it has been heretofore. The British Government further agrees and promises, in the event of its forming any Engagements with the above-mentioned States of Oodepoor, Jodhpoor, Kota, and Boondee, or with any others on the left bank of the Chumbul, to secure to Dowlut Rao Sindia his ascertained tribute, and to guarantee the same in perpetuity, to be paid through the British Government; and Dowlut Rao Sindia engages on his part, on no account or pretence whatever, to interfere in any shape in the affairs of those States, without the concurrence of the British Government.

ARTICLE X.

If (which God forbid!) the British Government and the Maharaja shall be compelled to wage war with any other State, on account of such State attacking either of the contracting parties, or aiding or protecting the Pendharees or other freebooters, the British Government, having at heart the welfare of Dowlut Rao Sindia, will, in the event of success, and of his Highness' zealous performance of his engagements, make the most liberal arrangements for the consolidation and increase of his territories.

ARTICLE XI.

Such parts of the Treaty of Surjé Anjungaum,* and of the Treaty concluded on the 22nd of November, 1805,* as are not affected by the provisions of the present Engagement, remain in full force, and are mutually binding on the contracting parties.

ARTICLE XII.

This Treaty, consisting of XII. Articles, having this day been concluded, subject to the ratification of the Governor General and Maharaja Alijah Dowlut Rao Sindia, Captain Close engages to procure the ratification of the

* Vide pages 712 ad 716 & 730 ad 734.

Governor General in five days from this date, or sooner, if possible; and Ramchundru Bhaskur engages to obtain His Highness' ratification before sunset this evening.

Done at Gwalior, this 5th day of November, in the year of our Lord 1817, *corresponding with the 24th day of Zilhuj,* 1232 *of the Hijree, and with the 11th Ashwin Vud, in the year* 1218 *of the Arabic Era.*

(Signed) ROBERT CLOSE.
RAMCHUNDRU BHASKUR.

Seal of Dowlut Rao Sindia.

Ratified by the Governor General, in Camp, near Nuddee ka Gong, on the 6th of November 1817.

(A true copy.)
(Signed) R. CLOSE,
Resident.

Engagement between the Honorable the English East India Company and Maharaja Alijah Dowlut Rao Sindia Bahadoor, dated the 25th June 1818.

Whereas by the XIV. Article of the Treaty of Poona,* concluded on the 13th of June 1817, all the rights and territories of His Highness Rao Pundit Prudhan in Malwa were ceded to the Honorable East India Company; and whereas some of those territories are contiguous to, and intermixed with, those of Maharaja Dowlut Rao Sindia, it has therefore been agreed, for the mutual convenience of both States, that certain exchanges of territory should take place; and the British Government hereby transfers to Maharaja Alijah Dowlut Rao Sindia, His Heirs and Successors, all its rights and claims to the Districts and Territories mentioned in the annexed Schedule, No. 1; and Maharaja Alijah Dowlut Rao Sindia, for himself, His Heirs and Successors, hereby transfers to the British Government all his rights and claims of every description to the places mentioned in the accompanying Schedule, No. 2.

Moreover, the British Government having resolved to restore to Maharaja Alijah Dowlut Rao the Fort and Territory of Jawud, &c., the Maharaja on his part engages, on his recovering that District, to establish such an administration there as shall afford security for the peace of the country, and the prevention of the revival of the predatory system. The Maharaja further engages to recall Jeswunt Rao Bhaoo, for whose future conduct the Maharaja will be responsible, and will require him to reside at a distance from Jawud, on a provision to be assigned him by the Maharaja, either in Jageer, or in any other manner His Highness may prefer.

It is further stipulated, that in the event of Hindia and Asseergur being re-

* Vide pages 534 and 535.

stored by the British Government to the Maharaja, previous to the entire cessation of operations against the Pendharees, &c., the Maharaja engages that in lieu of the revenues of those Districts, which by Treaty have been set aside for the payment of the Contingent to be employed against the Pendharees, a third year's tribute on the States of Kota and Jodhpoor shall, in the event of its being required, be assigned for that purpose.

In witness whereof, Maharaja Alijah Dowlut Rao Sindia has hereunto affixed his seal, and Captain Josiah Stewart engages to obtain and deliver to Maharaja Dowlut Rao Sindia, without delay, a counterpart of this Engagement, with the ratification of the Most Noble the Governor General.

Done at Gwalior, this twenty-fifth day of June, in the year of our Lord 1818, *corresponding with the twentieth day of Shaban,* 1233 *of the Hijree, and with the 7th of Jesht Vud, in the year* 1219 *of the Arabic Era,*

(Signed) J. STEWART,
Acting Resident.

MEMORANDUM.—This Engagement was ratified by His Excellency the Governor General, on the River near Dinapore, on the 9th July 1818.

SCHEDULE No. 1.

Statement of Cessions made by the British Government to Maharaja Dowlut Rao Sindia.

Talookas.	In what District.	Revenue at the highest Estimate.	
		Totdl of each.	Total.
Lands of the Vinchoorkur.			
Raee	Gwalior		
Susarem	Ditto		
Sisaree	Ditto		
Simrea	Ditto		
Mehagaon	Ditto		
Jukhoda	Ditto		
Powaya	Ditto		
Pulacha	Ditto		2,10,000
Butterwas and Mustoora	Nurwur		
Arown	Gwalior		
Chandpoor	Ditto		
Punyar	Ditto		
Khurya	Ditto		
Gurajur and 3 villages	Ditto		
Raee Rajgur	Nurwur		
Carried forward		Rs.	2,10,000

Talookas.	In what District.	Revenue at the highest Estimate. Total of each.	Total.
Lands of the Vinchoorkur.			
Brought forward.....		2,10,000	
Kurhowul.....	Nurwur	10,000	
Bamore.....	Ditto	3,000	
Share of Cherus and Digdowleah....	Ditto	1,500	
Kuduyo.....	Aheerwara		
Utheekhera	Do.	85,000	
Billakhera.....	Do.		
Budurhutta and Bamsolee.....	Subbulgurh....		
Koolhowlee	Ditto		
Rampoor	Ditto	17,000	
Jolvahargur	Ditto		
Sewye	Ditto		3,26,500
Lands of the Jadhows.			
Sippree	South of Nurwar.	25,000	
Kolarus	Ditto	24,000	
Jirree	Ditto	27,000	
Gazeegur and Gaswanee.....	Ditto	13,000	
Oomedgur	Ditto	1,000	
			90,000
Lands of Raja Bahadoor.			
Toomun	In Aheerwara..	25,000	
Puchar.....	Ditto	35,000	
Runode	Ditto	25,000	
Peeprye	Ditto	65,000	
Kutchuar.....	Ditto	20,000	
Ramser	Ditto	27,000	
That part of Soojawulpoor, West of the Neewuz.....	Ditto	Revenue not known.	
			1,97,000
Lands of the Oreekur.			
Malhargur			
Mungowlee	Malwa	10,000	
Bhorasso.....	Ditto	12,000	
Kunjee.....	Ditto	15,000	
Teeoonda.....	Ditto	10,000	
Dhamad and Bagrode.....	Ditto	20,000	
Nya Suraee.....	Aheerwara....	60,000	
Aggur	Soudwara....	75,000	
			2,02,000
Carried forward.....			Rs. 8,15,500

Talookas.	In what District.	Revenue at the highest Estimate. Total of each.	Total.
Brought forward.....			8,15,500
Lands of the Nygonghur.			
Dewry.....	Near Sangor..	50,000	
Goorjama.....	Ditto	25,000	
Narmhow.....	Between Sangor and Bhopal.	35,000	
Chourpat.....	Near the Nurbuda.	3,000	
Taindoo Khaira.....	Ditto do....	20,000	
Balla Behut and Suhraee.....	In Aheerwara..	75,000	
Oonarsee.....	Near Seronge..	50,000	
			2,58,000
Grand Total.....Rupees			10,73,500

Governor General's Small Seal.

(Signed) HASTINGS.

By the Governor General.

(Signed) J. ADAM,
Secretary to the Governor General.

SCHEDULE No. 2.

Statement of Cessions made by Maharaja Dowlut Rao Sindia to the British Government.

	Original Revenue.	Additional Revenue.	Total of each.	Total.
District of Ajmere.				
Huwelee Ajmere.....	86,489 12 6	30,000 0 0	1,16,489 12 6	
Ramser and Sreenuggur.....	51,000 0 0	25,000 0 0	76,000 0 0	
Bhenoy.....	51,085 0 0	25,000 0 0	76,085 0 0	
Lokundee.....	40,259 6 0	20,000 0 0	60,259 6 0	
Sawur.....	2,500 0 0	1,000 0 0	3,500 0 0	
Phoolpah.....	2,000 0 0	———	2,000 0 0	
Musada.....	14,033 0 0	7,000 0 0	21,033 0 0	
Kharwah.....	2,900 0 0	1,500 0 0	4,400 0 0	
Customs, Duties, Fines, &c.....	44,191 6 6	———	44,191 6 6	
Revenue collected under the name of Bhoom Baba and Buttail Baba, 25,000 Rs. every second year.....	12,500 0 0	———	12,500 0 0	
Ditto for Nath, Khasgee Ghoogree, and Aumeena, &c.....	———	———	38,567 7 0	
Carried forward.....Rs.			4,55,026 0 0	

	Original Revenue.	Additional Revenue.	Total of each.	Total.
District of Ajmere.				
Brought forward.....			4,55,026 0 0	
Revenue collected under the name of Khowaza Saheb and Mira Saheb..	———	———	45,958 0 0	
Ditto ditto Kylasvasee Appa Saheb's Chutree (Tomb).....	———	———	3,000 0 0	
Ditto ditto Dhurum Doss and Keerut Mull.....	———	———	1,500 0 0	
			———	5,05,484 0 0
Boondee Tribute, one-fourth of the Revenue.				
Kusba Boondee.....	10,000 0 0	———	10,000 0 0	
Burrodoah.....	8,500 0 0	———	8,500 0 0	
Sikarlohecha.....	10,000 0 0	———	10,000 0 0	
Bussee.....	6,000 0 0	———	6,000 0 0	
Kauprun.....	4,000 0 0	———	4,000 0 0	
Collections from the following Mahals.				
Gunnowly.....	24,000 0 0	———	24,000 0 0	
Boordun.....	21,000 0 0	———	21,000 0 0	
Kurwar Summadhee.....	25,000 0 0	———	25,000 0 0	
New Talooka, Footgaown.....	8,000 0 0	———	8,000 0 0	
Baug.....	100 0 0	———	100 0 0	
Nuwal Gaown.....	6,000 0 0	———	6,000 0 0	
			———	1,22,600 0 0
Revenue of Oreelah, &c.				
Kusba Oreelah.....	4,000 0 0	———	4,000 0 0	
Jumaida.....	2,500 0 0	———	2,500 0 0	
Moreka.....	2,000 0 0	———	2,000 0 0	
Guira.....	1,000 0 0	———	1,000 0 0	
Oeecha.....	1,000 0 0	———	1,000 0 0	
Balodee.....	800 0 0	———	800 0 0	
Booglee and Burgowlee.....	3,000 0 0	———	3,000 0 0	
Goorha.....	6,000 0 0	———	6,000 0 0	
Numeecha Kerah.....	1,500 0 0	———	1,500 0 0	
Jumadee.....	800 0 0	———	800 0 0	
			———	22,600 0 0
Purguna of Huttanah, in Meywar, (Revenue not known,) Islamnuggur.....				50,000 0 0
			Grand Total,..Rupees	7,00,684 0 0

Governor General's Small Seal.

(Signed) HASTINGS.

By the Governor General.

(Signed) J. ADAM,
Secretary to the Governor General.

Agreement with Man-Sing Patunkur, dated the 10th August 1819.

As Man-Sing Patunkur has repeatedly and earnestly entreated the aid of the British Government, to effect a just settlement of his tributary claims from

the petty States of Soonth, Rampoora and Loonawara; In consideration of the friendly relations subsisting between the British Government and the Maharaja Dowlut Rao Sindia, and with a view to the preservation of peace and tranquillity, and the restoration to good order and eventual prosperity of the principalities of Soonth and Loonawara, both of which have been and still are so distracted by intestine commotions, and so harassed by foreign troops, as to be in danger of utter desolation; Brigadier General Sir John Malcolm offers to the consideration of Man-Sing Patunkur the following conditions, assuring him, that upon these terms only will the interference of the British Government be exerted in his behalf.

ARTICLE I.

The British Government will guarantee to Man-Sing Rao Patunkur, as long as he is authorized by his Prince Dowlut Rao Sindia to receive it, his annual tribute from the States of Soonth and Loonawara, amounting to 19,000 Babashaee Rupees per annum, of which sum the state of Soonth pays 7,000 Babashaee Rupees, that of Loonawara 12,000 Babashaee Rupees. This tribute will commence with the year Vikrumajeet 1876, or A. D. 1819-20. This tribute, the total sum of which is 19,000 Rupees, shall be paid in two instalments, viz: in Magh Shood Poorun Masee, corresponding with December A. D. 1819, 9,500 Rupees, and in Jesht Shood Poorun Masee, corresponding with April A. D. 1820, 9,500 Rupees. The British Government will also guarantee to Man-Sing Rao Patunkur his arrears of tribute for the year 1875, or A. D. 1818-19, from the above-mentioned State of Loonawara, amounting to 700 Rupees, if, on inquiry, the demand prove just. This arrear to be paid by instalments, of which the dates will be fixed hereafter. The period of liquidation not, however, to exceed two years.

ARTICLE II.

Man-Sing Rao Patunkur must immediately withdraw all his troops, of every description, as well as all his Karkoons and Officers, from these States, and on no account, for the future, exert any interference, either directly or indirectly, with the affairs or with the government of Soonth and Loonawara.

ARTICLE III.

Man-Sing Rao Patunkur must relinquish, in favor of the Rajas of Soonth and Loonawara, all claims to the villages he now demands, viz: 70 from Loonawara and 42 from Soonth, which villages, it is acknowledged, have been forty years in their possession.

The above Articles have been agreed upon and settled, this 10th day of August 1819.

(True translation.)

(Signed) A. MACDONALD,
First Assistant.

Engagement between the British Government and the Maharaja Dowlut Rao Sindia, dated the 6th February 1820.

Whereas the Maharaja Dowlut Rao Sindia agreed to give up, for three years, the annual payments made by the British Government to himself and certain other persons of his Court, and also the tribute to which he was entitled from the Rajpoot States (for three years), for the purpose of maintaining a body of Auxiliary Horse; and whereas, the whole of that amount has already been paid by the British Government to the Maharaja's troops, and a considerable balance remains due to the British Government; It has now been agreed between the Maharaja and the British Government, that the body of Auxiliary Horse to be maintained by His Highness shall be reduced, so that the above-mentioned funds, namely, the annual payments formerly made to the Maharaja, and his family and Ministers, together with the tribute due from the Rajpoot States, may be fully adequate to the payment of the force.

It is further agreed, that for the liquidation of the debt incurred by the Maharaja to the British Government for the payments already made to the Auxiliary Horse, as well as for the expenses of those Horse, until the funds appropriated for their maintenance become available, the following Districts shall be made over, from the commencement of the year 1877 Sumvut, to the British Government, viz:

In Khandesh.

1. The Purguna of Yawul.
2. Ditto Chopra.
3. Ditto Pachora.
4. Ditto Lohara, 12 Villages.
5. Possessions in Gurra Kota and Maltoun, intermixed with those of the British Government, together with the Fort of Gurra Kota.

And whereas all the above-mentioned Districts are intermixed with the possessions of the British Government, it is further agreed, that, after the liquidation of the debt due by the Maharaja, the British Government shall either restore those Districts to His Highness, or continue to hold them, paying a fair rent for them, or grant to His Highness other lands, of equal value, in lieu of them, which may be more conveniently situated, whichever mode may appear best to the British Government.

Done at Gwalior, this sixth day of February, in the Year of Our Lord 1820, *corresponding with* 20*th day of Rubee-oos-Sanee,* 1235 *of the Hijree, and with* 7*th Magh Vud Suptumee* 1220, *of the Arabic Æra.*

(Signed) J. STEWART,
Acting Resident.

Dowlut Rao Sindia's Seal.

(Signed) HASTINGS.
J. ADAM.
J. E. COLEBROOKE.

The Governor General's Small Seal.

Ratified by His Excellency the Governor General in Council, this 22nd day of April, A. D. 1820.

(Signed) C. T. METCALFE,
Secretary.

Letter from Jugdeo Rao Nimbalkur to Sooryajee Rao Nimbalkur, dated the 28th May 1820.

I have received orders to make over the Purguna of Yawul, which I held in Jageer, to the British Government. This letter is written to you that, on receipt, you may deliver it over when demanded, making over to the new Kumavisdar the Burats granted to the Sebundees, the balances due of the Revenues, &c. &c. taking from him receipts for the same, in the name of the Government, and, after removing the ordnance and military stores, the depôts of grain, &c. &c. to the city (Boorhanpoor), you must deliver over the Purguna to the British Government, and take a receipt for the same, and throw no obstacles in the way.

(A true translation.)
(Signed) G. A. C. HYDE,
Assistant Political Agent.

Letter from Jy-Sing Rao Ghatgay to Gunesh Vithul, Kumavisdar of the Purgunas of Chopra and Pachora, dated the 23rd April 1820.

It having been determined to make over the two Purgunas aforesaid to the British Government, this letter is sent to you in order that you may make over the said Purgunas, after recovering the balances of the Revenue, and the money and seed advanced to the Ryuts, and, after making them over, take a receipt for the same.

Dispatched 9th Rujub, answering to 23rd April 1820.

Seal of Jy-Sing Rao Ghatgay.

(A true translation.)
(Signed) G. A. C. HYDE,
Assistant Political Agent.

Letter from ANUND RAO MORAY *to* BAVAJEE BABA PISHAY, *dated the 14th May* 1820.

I have received an order from the Sirkar to deliver over the Purguna of Lohara, now in my possession, to the British Government; in consequence of which, this letter is addressed to you, that you may remove your own property, and give it over to whomsoever comes to receive it.

Make no opposition.

Dispatched 1st Shaban, answering to 14th May 1820.

(A true translation.)

(Signed) G. A. C. HYDE,
Assistant Political Agent.

Treaty between the British Government and the Maharaja Jyajee Rao Sindia, dated the 13th January 1844.

Treaty between the Honorable English East India Company and Maharaja Alijah Jyajee Rao Sindia, Bahadoor, and his Children, Heirs, and Successors, settled, on the part of the Honorable Company, by FREDERICK CURRIE, *Esquire, and Lieutenant Colonel* WILLIAM HENRY SLEEMAN, *by virtue of full powers to that effect vested in them by the Right Honorable Edward, Lord Ellenborough, one of her Britannic Majesty's Most Honorable Privy Council, Governor General, appointed by the Honorable Company to direct and control all their Affairs in the East Indies; and, on the part of his Highness Jyajee Rao Sindia, by* RAO RAM RAO PHALKIA, BAHADOOR, SUMSHER JUNG; DEO RAO JADHOW MAMA SAHEB; DUBEER OOD DOWLAH; MOONSHEE RAJA BULWUNT RAO BAHADOOR; OODAJEE RAO GHATGIA; MOOLLA JEE; *and* NARAYUN RAO BHAOO YUMAJEE POTNUVEES, *the Sirdars nominated to conduct the Affairs of the Government during His Highness' Minority.*

ARTICLE I.

Every part of the Treaty of Peace concluded by General Sir Arthur Wellesley, K. B., at Surje Anjungaum, on the 30th December 1803, and of the Treaty of Alliance and Mutual Defence, settled by Major John Malcolm at Boorhanpoor, on the 27th February 1804, and of the Definitive Treaty of Amity and Alliance, with the Declaratory Article annexed, concluded by Lieutenant Colonel John Malcolm, at Moostafapoor, on the 22nd November 1805, and of the Treaty concluded between Captain Robert Close, on the part of the British Government, and Maharaja Alijah Dowlut Rao Sindia, on the 5th November 1817, as well as every part of all other Treaties and Engagements

between the two States, which may be now in force, except in so far as may be altered by this Engagement, is to remain binding upon the two Governments.

ARTICLE II.

Whereas the late Maharaja Junkojee Rao Sindia engaged to defray all the charges of a force, to be commanded by British Officers, and constantly stationed within His Highness' territories, for the protection thereof, and the preservation of good order therein, and the cost of such force hitherto has been about 5,00,000 of Company's Rupees per annum, and the Revenues and receipts set apart and assigned for the maintaining of the said force, together with other Revenues now received by the British Government on His Highness' account, amount to the sum of about 5,46,000 Company's Rupees, and whereas it is expedient to increase the amount of such force, and to make permanent provision for defraying the charge thereof, it is therefore agreed between the British Government and His Highness the Maharaja Jyajee Rao Sindia, that in addition to all the Revenues and other receipts already set apart for the purpose of maintaining the said force, or received by the British Government on His Highness' account, the Revenues of the districts enumerated and territory described in the Schedule A to this Treaty, shall be appropriated to the maintenance of such force.

ARTICLE III.

It is further agreed that if the Revenues of the districts so enumerated and described in such Schedule A, together with the Revenues and payments mentioned in the foregoing Article as set apart for the payment of the said force, or heretofore received on His Highness' account, shall, after defraying thereout all the charges of civil administration, exceed the sum of eighteen lacs of Company's Rupees, the surplus shall be paid over to His Highness Maharaja Jyajee Rao Sindia, and if the said Revenues and receipts shall fall short of eighteen lacs of Company's Rupees per annum, the deficiency shall be made good by His Highness.

ARTICLE IV.

And it is further agreed, for the better securing of the due payment of the Revenues of such districts enumerated and described in Schedule A, and for the better preserving of good order within the same, that the civil administration thereof shall be conducted by the British Government, in the same manner in which the civil administration of other districts belonging to the Maharaja, of which the Revenues are similarly assigned, is conducted by the British Government for His Highness.

ARTICLE V.

And whereas there is now due to the British Government the sum of ten lacs of Rupees, more or less, as may hereafter appear on examination of the accounts, on the score of charges of the Contingent Force, and a further sum of

one lac, on account of advances made to Her Highness Baiza Baee, and on other accounts, and the charges of the present Armament of the British Government may be estimated at ten lacs, (after deducting therefrom the expense of furnishing to His Highness 6,000 men, with artillery and stores, free of cost to His Highness, under the provisions of the Treaty of Boorhanpoor,) and a further expenditure of five lacs will be incurred by the British Government in affording compensation for losses sustained during, and in consequence of the late hostilities, and in other charges connected therewith; it is further agreed, that His Highness shall pay to the British Government the sum of twenty-six lacs of Rupees, within fourteen days from the date of this Treaty, and in default thereof, that the Revenues of the several Districts enumerated in Schedule B, attached to this Treaty, shall, together with the civil administration of such Districts, be made over to the British Government, until such time as the said sum of twenty-six lacs of Company's Rupees shall have been paid, together with interest, at the rate of five per cent. per annum, upon the same.

ARTICLE VI.

And whereas the British Government is bound, by Treaty, to protect the person of His Highness the Maharaja, his Heirs and Successors, and to protect His Highness' dominions from foreign invasion, and to quell serious disturbances therein, and the army now maintained by His Highness is of unnecessary amount, embarrassing to His Highness' Government, and the cause of disquietude to neighbouring States, it is therefore further agreed, that the military force of all arms hereafter to be maintained by His Highness, exclusive of the Contingent above provided for, shall at no time exceed 9,000 men, of whom not more than 3,000 shall be Infantry, with 12 field-guns, and 200 gunners, with 20 other guns; and His Highness the Maharaja engages to take immediate measures for the reduction of his army, within the number above specified, and the British Government engages on its part to assist His Highness therein, should such aid appear to be required.

ARTICLE VII.

It is further agreed, that His Highness will discharge all pay due to the troops disbanded, and also give a gratuity of three months' pay to such of the Officers, Non-commissioned Officers, and Privates of the Corps disbanded, as may not be re-enlisted in the Contingent or in any new Corps formed by His Highness.

ARTICLE VIII.

And inasmuch as it is expedient to provide for the due administration of the Government during the minority of His Highness the Maharaja, which minority

shall be considered to terminate when His Highness shall have attained the full age of 18 years, and not sooner, that is, on the 5th Magh Vud Sumvut 1909, or nineteenth day of January, A. D. 1853, it is further agreed, that during such minority the persons entrusted with the administration of the Government shall act upon the advice of the British Resident in all matters whereon such advice shall be offered, and no change shall be made in the persons entrusted with the administration, without the consent of the British Resident, acting under the express authority of the Governor General.

Article IX.

And it is agreed, that the following persons shall, in the first instance, constitute the Council of Regency, and that the first named person shall be President of the same: Rao Ram Rao Phalkia Bahadoor Shumsher Jung, Deo Rao Jadhow Mama Saheb, Dubeer-ood-Dowlah Moonshee, Raja Bulwunt Rao Bahadoor, Oodajee Rao Ghatgia, Moolla Jee, and Narayun Rao Bhaoo Yumajee Potnuvees.

Article X.

And, inasmuch as it is fitting that Her Highness Tara Baee should have a suitable provision now made for the maintenance of her Court, it is further agreed that the sum of three lacs of Rupees shall be annually set apart for that purpose, and be at Her Highness' sole disposal.

Article XI.

And it is further agreed, that the British Government shall, as heretofore, exert its influence and good offices for maintaining the just territorial rights of the Maharaja and the subjects of the State of Sindia, at present existing in the neighbouring and other Native States.

Article XII.

This Treaty, consisting of twelve Articles, has been this day settled by Frederick Currie, Esquire, and Lieutenant Colonel William Henry Sleeman, acting under the directions of the Right Honorable Edward, Lord Ellenborough, Governor General, on the part of the British Government, and by Rao Ram Rao Phalkia Bahadoor Shumsher Jung, Deo Rao Jadhow Mama Saheb, Dubeer-ood-Dowlah Moonshee, Raja Bulwunt Rao Bahadoor, Oodajee Rao Ghatgia, Moolla Jee, and Narayun Rao Bhaoo Yumajee Potnuvees, on the part of the Maharaja Jyajee Rao Sindia, and the said Treaty has been this day ratified by the seal of the Right Honorable Lord Ellenborough, Governor General, and by that of His Highness Maharaja Jyajee Rao Sindia.

Done at Gwalior, this thirteenth day of January, in the year of Our Lord One thousand, eight hundred, and forty-four, corresponding with 22nd Zilhuj, 1259 Hijree, and ratified the same date.

Seal of Maharaja Alijah Jyajee Rao Sindia Bahadoor.

Seal of the Governor General.

(Signed) ELLENBOROUGH.

(Signed) F. CURRIE.
W. H. SLEEMAN.

Seal of Ram Rao Phalkia Bahadoor.

(Signed) RAM RAO PHALKIA BAHADOOR SHUMSHER JUNG.

Seal of Moonshee Raja Bulwunt Rao Bahadoor.

„ MOONSHEE RAJA BULWUNT RAO.

„ DEO RAO BHAOO JADHOW.

Seal of Oodajee Rao Ghatgia.

„ OODAJEE RAO GHATGIA.

„ NARAYUN RAO BHAOO.

„ MOOLLA JEE.

SCHEDULE A.

Schedule A, referred to in Articles II. and III. of the Treaty of Gwalior, being the enumeration of Districts, with their estimated present Net Revenues, and description of Territory, assigned by His Highness Jyajee Rao Sindia, for the maintenance of the increased Contingent Force mentioned in the said Treaty, in addition to the Revenues heretofore assigned, and payments heretofore received by the British Government, on the part of His Highness.

Bhanderee	1,80,000
Chanderee	81,000
Gur Mhow	2,400
Mhow Mehonee	37,000
Jawud	2,29,000
Jeerun	37,000
Indorkee	37,000
Gungapoor, &c	16,000
Yawul Chopra	97,000
Carried forward....Rs.	7,16,400

Brought forward....Rs.	7,16,400
Sitwas Nimawur.....	35,000
Kutchwagur.....	2,27,500
Ruttungur.....	1,60,000
Hindia Hurda.....	1,29,000
Manpoor.....	2,000
Chur Thana.....	800
Nodha.....	30,000
	13,00,700

And any other Purgunas, Districts, or lands whatsoever, belonging to His Highness not above specified,* which may be situated on the right bank of the River Sind, from its embouchure in the Jumna to the point at which it leaves the Ghauts, near Khainwah, (save and except the fort of Nurwar, with the lands immediately surrounding the same, 38 villages yielding 14,000 Rupees, and Lebwa, Jageer of Bulwunt Rao, yielding 2,000, and Bhengong, Jageer of Bhaoo Potnuvees, yielding 2,000, the two last to be transferred hereafter, at the pleasure of the British Government, an equivalent being given for them in some other of the transferred Districts, by mutual agreement,) and from that point all such other Purgunas, Districts, and lands as may be situated below the summit of the Ghauts.

* Such as Gondia, near Indurgur, yielding..... 30,000
Mehdek..... 2,200
Pachore and Chundory..... 250

It is to be understood, that all religious endowments, and grants of a similar character, *bonâ fide* existing at this date, and excluded from the rent-roll of the several Districts, are to be respected and maintained, and that the assumption of the management of the new territories by the British Government does not involve the abolition of the "Suzerainté" of the Maharaja, or of the proprietory rights of the inhabitants thereof.

(Signed) F. CURRIE,
W. H. SLEEMAN,
and
The Gwalior Negociators.

N. B.—In addition to the lands above enumerated, the British Government receives, as assignment for the former Contingent, and on other accounts, sums to the amount of about 5,46,900 Rupees, making the total aggregate receipts for the whole Contingent Force, 18,47,600.

(Signed) F. CURRIE,
W. H. SLEEMAN,
and
The Gwalior Negociators.

SCHEDULE B.

Schedule B, referred to in Article V. of the Treaty of Gwalior, being an enumeration of the Districts to be held and managed by the British Government, till the Debt due by the Gwalior State, mentioned in the said Article, is discharged.

Shoojawulpoor.....	2,55,000
Shahjehanpoor.....	2,00,000
Eesagur.....	3,00,000

(Signed) F. CURRIE,
W. H. SLEEMAN,
and
The Gwalior Negociators.

(True copies.)
(Signed) F. CURRIE,
Secretary to the Government of India, with the Governor General.

SIROHEE.

Treaty between the Hon'ble the English East India Company and Rao Sheo Sing, Regent of Sirohee, concluded by Captain ALEXANDER SPEIRS, *Agent at Sirohee, on the part of the Hon'ble Company, by order of Major General Sir David Ochterlony, Baronet and G. C. B., Resident at Malwa and Rajpootana, in virtue of full powers granted by the Right Hon'ble William Pitt, Lord Amherst, Governor General in Council, and on his own part by* RAO SHEO SING, *Regent of Sirohee.*

Whereas at this time Rao Sheo Sing, the Regent of Sirohee, and Representative of the Rulers of that Principality, has solicited that the protection of the British Government may be extended to his Country, and the British Government has satisfied itself that the State of Sirohee is not politically dependent on any of the other Princes or Chiefs of Rajpootana, the request of the Rao has been complied with, and the following Articles have been agreed upon, as a lasting Engagement, to define the relations between the parties, and to determine the terms and conditions of the Alliance, which will be adhered to by both Governments, as long as the Sun and Moon shall endure.

ARTICLE I.

The British Government consents to take under its protection, and to receive amongst the number of its dependent and tributary States, the Chiefship and territory of Sirohee.

ARTICLE II.

The Regent Rao Sheo Sing, on his own behalf and in the name of the Rao, his Heirs and Successors, hereby acknowledges the supremacy of the British Government, and engages to discharge, with fidelity, the duties of allegiance, and to observe punctually the other conditions detailed in this Engagement.

ARTICLE III.

The Rao of Sirohee will not form or maintain connections with any other States or Chiefs. He will not commit aggression on any one. If by accident disputes arise with a neighbour, they shall be submitted to the arbitration and decision of the British Government. That Government undertakes also to arbitrate and adjust any claims which may be possessed or advanced by other States upon Sirohee, or *vice versâ*, whether for lands, service, money, contributions, or otherwise.

ARTICLE IV.

The jurisdiction of the British Government shall not be introduced into the territories of Sirohee, but the Rulers thereof shall at all times attend to the advice of the Officer of the British Government in the administration of their affairs, and act in conformity thereto.

ARTICLE V.

The territory of Sirohee having at this time become a perfect desert, in consequence of intestine divisions, the disorderly conduct of the evil-disposed portion of its inhabitants, and the incursions of predatory tribes, the Regent hereby expressly and specially engages to follow the counsel of the British Authority in all his proceedings for the restoration of the prosperity of the country, and the introduction of good order and regularity. The Regent likewise promises, that he will use his most strenuous exertions, both now and hereafter, for the improvement of the country, the suppression of robbery and theft, and the due and efficient administration of justice to all his subjects.

ARTICLE VI.

If any of the Sirdars and Thakoors of Sirohee shall commit offences or be guilty of disobedience, the same shall be punished by fine or confiscation of lands, or such other infliction as may be in each case determined on, in concert and concurrence with the Officers of the British Government.

ARTICLE VII.

All classes in Sirohee, nobles and peasants, having with one voice declared that Rao Oodeban, the former Ruler, was justly deposed and thrown into confinement, with the approbation of all the Sirdars and Thakoors, on account of his tyranny and oppression to his subjects, and the Rao Sheo Sing being by all parties admitted to be the proper successor, the British Government will recognize the Rao Sheo Sing as Regent of the State, during the time of his natural life, but after his decease, should there be any lawful heirs of Rao Oodeban, they will succeed to the Principality.

ARTICLE VIII.

The State of Sirohee shall pay such tribute to the British Government, to defray the expenses incurred by undertaking its protection, as may be determined on, at the expiration of three years from the date of this Engagement; provided however, that the amount thereof shall not exceed three-eighths, or 6 annas of the annual revenues of the country.

ARTICLE IX.

With the view to the encouragement of trade and the promotion of the general welfare of the community, it shall be competent to the Officers of the British Government to recommend such rates of Transit Duties and regulations for the collection of Customs within the limits of the Sirohee territory, as may on further experience be judged expedient, and to interfere from time to time to enforce or amend the same.

ARTICLE X.

When any detachment of British troops shall be employed in or near Sirohee, the Rao will, in the due discharge of his duty to the British Government, provide the same with all the needful supplies, without charging any Duty thereon. The Commanding Officer of such force will, on his part, use his best endeavours for the protection from injury of the crops and corn fields. And should it meet the views of the British Government to canton a force in Sirohee, it shall be optional with it to do so, and no dissatisfaction with the arrangement will be felt on the part of the Rao. So also should it be found necessary hereafter to raise, for the service of the State of Sirohee, a Corps, to be officered and disciplined by Europeans, the Rao engages to adopt that measure to the extent of his means, on the recommendation of the British Government, a liberal regard being had to the amount paid by him as tribute. The Militia actually entertained by the Rao will be at all times ready to act in subordinate co-operation with the Officers of the British Government.

Done at Sirohee, this eleventh day of September, A. D. *One thousand eight hundred and twenty-three.*

Seal of Rao Sheo Sing.

Company's Seal.

(Signed) AMHERST.

Ratified by the Right Honorable the Governor General in Council, at Fort William, this thirty-first day of October, A. D. 1823.

(Signed) GEO. SWINTON,
Secretary to Government.

SOHAR. *

Engagement entered into by SYUD SUIF BIN HAMOOD, *Chief of Sohar, for the abolition of the Slave Trade at his Ports, dated the 22nd May* 1849.

ARTICLE I.

It having been intimated to me by Major Hennell, the Resident in the Persian Gulf, that certain Conventions have lately been entered into by the Ottoman Porte, and other Powers, with the British Government, for the purpose of preventing the exportation of Slaves from the Coast of Africa and elsewhere; and it having moreover been explained to me, that in order to the full attainment of the objects contemplated by the aforesaid Conventions, the concurrence and co-operation of the Chiefs of the several ports situated on the Arabian Coast of the Persian Gulf are required; accordingly, I, Syud Suif bin Hamood, Chief of Sohar, with a view to strengthen the bonds of friendship existing between me and the British Government, do hereby engage to prohibit the exportation of Slaves from the Coasts of Africa and elsewhere, on board of my vessels, and those belonging to my subjects or dependents, such prohibition to take effect from the 29th Rujub 1265, or the 21st June 1849, A. D.

ARTICLE II.

And I do further consent, that whenever the cruisers of the British Government fall in with any of my Vessels or those belonging to my subjects or

* NOTE.—This Engagement having been concluded after the first portion of this work had been printed off, it could not be entered with the similar Convention previously concluded with other Arab Chiefs in the Persian Gulf, entered at pages 32 and 33.

dependents suspected of being engaged in the Slave Trade, they may detain and search them, and in case of their finding that any of the vessels aforesaid have violated the Engagement, by the exportation of Slaves from the Coasts of Africa or elsewhere, upon any pretext whatever, they (the Government cruizers) shall seize and confiscate the same.

Dated this 20th day of Jumadee-ool-Akhur 1265, A. H., *or 22nd day of May* 1849.

L. S. (Signed) SYUD SUIF BIN HAMOOD.

(True translation.)
(Signed) S. HENNELL,
Resident, &c.

SOOEEGAM.

Engagement entered into, in September 1822, *by the Chief of Sooeegam, for prohibiting the transit of Opium through his Territory.*

MEMORANDUM.—*This Engagement being precisely similar to that agreed to by the Nuwab of Pahlunpoor, entered at pages* 440 *and* 441, *is not repeated in this place.*

SOONTH.*

Treaty with the Raja of Soonth, dated the 15th December 1803.

TRUSTING AND BELIEVING IN PROVIDENCE,

I hereby declare, that, desirous to embrace the very amicable offer made to me by Colonel MURRAY, *Commanding the British Forces in the Guzerat Uthavisee, and conquered Districts, on behalf of the Honorable Company Bahadoor, and to cement the Friendship which at present so happily exists between me and the Honorable Company's Government, I have, in testimony thereof, of my free will and consent, entered into the following Engagement with the Honorable Company Bahadoor, under whose protection it has pleased the Almighty to place me.*

* Vide also Agreement concluded with Man-Sing Patunkur, dated the 10th August 1819, entered at pages 745 and 746 of this Compilation.

ARTICLE I.

As tributary to Pawagur and the Honorable Company Bahadoor, I hereby engage to continue the payment of the same annual tribute as it has been usual for me to pay to the late Government of Dowlut Rao Sindia, (namely 2,700 Rupees,) but should it please the Hon'ble Company's Government graciously to release me, in future, from the payment of the aforesaid tribute, then I engage to present them annually with such Nuzurana, in token of my allegiance, as they may be pleased to direct, which shall be in lieu of all other sums whatsoever; and as long as I continue faithfully to adhere to the interests of the Honorable Company, this concession of the tribute to be paid by me, if acceded to by His Excellency the Governor General in Council, shall not be liable to be revoked.

ARTICLE II.

I engage, on every occasion, to consider the enemies of the English as my own, and to the last extremity to defend my country, and oppose every attempt of a hostile nature which may be made by a Foreign Power, for the passage of troops through my Districts, and relinquish all claim to indemnification for any losses myself or subjects may suffer on the occasion.

ARTICLE III.

On all occasions when my country is threatened by a Foreign Force, either on account of my attachment to the British Government, or by people my enemies, I shall receive assistance from the Honorable Company's Government to enable me to resist the enemy; unless it should appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbours' boundaries, when I agree to adopt such measures as may satisfy the aggrieved.

ARTICLE IV.

I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my Districts; and relinquish all claim to remuneration for these services from the Government, as far as relates to them, or those in their service. But with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give to the merchants.

Concluded, Camp Kaliban, December 15th 1803.

(Signed) J. MURRAY,
Colonel.

Translation of a Note addressed by RANA BHOWANEE SINGJEE, *of Soonth, to* A. REMINGTON, *Esquire, Officiating 1st Assistant Political Commissioner for Guzerat, dated 12th May* 1840.

Having taken into consideration the subject brought to my notice regarding the abolition of Suttee, I will make arrangements in my territory to prohibit the future observance of Suttee.

Seal of the Rana of Soonth.

(True translation.)
(Signed) A. REMINGTON,
Officiating 1st Assistant Political Commissioner.

SOUTHERN MURATHA COUNTRY.

JAGEERDARS.

Articles of Agreement entered into by the Hon'ble M. ELPHINSTONE, *in the name of the British Government, on behalf of the Peshwa, with the Jageerdars of the Southern Muratha Country, in July and August* 1812, *commonly called* "THE AGREEMENT OF PUNDHURPOOR," *and which agrees in substance with Appendix A to the Treaty concluded with the Peshwa by the British Government on the 13th June* 1817, *(vide page 538 of this Volume)*:

ARTICLE I.

The British Government engages that no notice shall be taken of past offences by His Highness the Peshwa, and also that the Jageerdars shall not be molested by the revival of old claims of a pecuniary nature or otherwise. On the other hand, the Jageerdars promise never to revive any former claims on His Highness the Peshwa.

ARTICLE II.

The Jageerdars engage to restore promptly all usurped lands, without exception, and to relinquish all revenues which they enjoy without Sunuds. Their Sunuds to be examined for this purpose, and any grounds they may offer for

mitigation to be hereafter investigated. Under this Article all lands which are held in Komavis are to be restored to the Peshwa.

ARTICLE III.

The Jageerdars engage to serve His Highness the Peshwa according to the former practice of the Muratha empire, as laid down in the Tynat Zabitas.

ARTICLE IV.

The Jageerdars are to carry on no hostilities whatever, unless authorized by His Highness the Peshwa; and should any occasion arise for private wars among themselves, they promise to submit their disputes to the Peshwa, and to abide by His Highness' decision.

ARTICLE V.

The British Government pledges itself that the Jageerdars shall retain undisturbed possession of their Sunudee lands as long as they serve His Highness the Peshwa with fidelity, and also promises to use its influence to induce His Highness to restore them to favor, and to treat them with due consideration, on the same terms.

ARTICLE VI.

His Highness the Peshwa has entrusted all the negotiations affecting the preceding questions to the British Resident, who has been instructed by the Right Hon'ble the Governor General to carry them into effect, and to see that they are punctually observed.

(Signed) M. ELPHINSTONE,
Resident at Poona.

(A true translation.)
(Signed) R. CLOSE,
Assistant Resident.

NOTE.—*The above terms were agreed to by the Jageerdars of the Southern Muratha Country in July and August* 1812. *The Chief of Tasgaon was not included in this Agreement.*

CHIEF OF SANGLEE.

Letter addressed by Mr. CHAPLIN, *Commissioner in the Deccan, to* CHINTAMUN RAO APPA SAHEB, *Chief of Sanglee, dated the* 13*th December* 1820.

In reference to the cession of territory yielding an actual produce of 1,35,000 Rupees, which was to be made by you in lieu of the pay of 450 Horse, being the fourth of your ancient Contingent, according to your Tynat Berij, the Dis-

tricts of Hooblee, Turus, and Burdol, were last year made over to the Sirkar, but as they were not sufficient to make up the above sum, and you omitted to transfer country to complete the full amount, or to pay up the deficiency of the 1,35,000 for last year, several Talookas have since been resumed by Government. In order to bring this matter to a conclusion, you sent Kesheo Rao Lagoo to Poona, who has agreed to a settlement, a Memorandum of which is herewith transmitted. The accounts of these Mahals having been obtained from Dharwar, with particulars of their produce, &c., and examined, your Vukeel gave in a remonstrance to me, that the resumed Zumeendars' rights, the Butta, or difference of exchange on Chandore Rupees, and other items in the above Mahals, should be admitted in the amount, which was also referred to Dharwar. On consideration of the subject, I have consented, as an accommodation to you, to admit in the account certain of the items above mentioned, as the resumed Zumeendars' rights, which ought to have been paid to Government, but which have actually been enjoyed by you till now, as will be fully understood on examining the accompanying Memorandum. On account of the vicinity of Shahpoor to the station of troops at Belgaum, and the differences which arise from this circumstance, I had intended to retain that place. On the representations, however, of Kesheo Rao Lagoo and your Vukeel, that it was of great importance to your comfort and convenience to be allowed to retain it, I have consented to this ; but in order to prevent all disputes, I have made out certain Articles of Agreement, which you will fully understand on examining the Memorandum, to which your consent is required. On your, therefore, giving effect to these engagements, and confirming the arrangements made by Kesheo Rao Lagoo, as detailed in the accompanying papers, the Collector of Dharwar will finally reserve the Districts to be retained by Government, according to the list, and restore the rest of the Mahals to you. No further delay, I trust, will occur in the transaction.

(Signed) W. CHAPLIN,
Commissioner.

(True copy.)
J. MACLEOD,
First Assistant to the Commissioner.

Articles of Stipulation finally agreed to, in February 1821, *by Mr.* CHAPLIN, *Commissioner in the Deccan, with* KESHEO RAO LAGOO, *the accredited Agent of Chintamun Rao Appa Saheb, Chief of Sanglee, for and on behalf of that Chief.*

ARTICLE I.

Whereas much inconvenience is experienced on account of the vicinity of the Camp, from the sale of country spirits (Shindee Kulalee) in Shahpoor, it must be prohibited.

ARTICLE II.

Whereas much inconvenience and trouble is occasioned by the variety of coins in circulation, the mint of Shahpoor must be stopped, and no coinage whatever allowed without the special permission of the Sirkar.

ARTICLE III.

It must be clearly understood that the Sirkar will not be answerable for any loss on account of the above articles.

ARTICLE IV.

The balance of Rupees 10,775-0-6¾, which remains to be made up, besides the Berij of the five Mahals which have been fixed upon by the Sirkar, will be completed by the Collector, from such villages (the Peth excepted) as he may choose out of the District of Shahpoor; and such villages as adjoin to Belgaum, and are conveniently situated for the army, and such as contain date trees, will be assumed, according to their Vusool Berij, deducting Gaonkhurch and Nemnooks, &c.

ARTICLE V.

The Peth of Shahpoor being a large bazar, every assistance in supplies must be afforded, when required for any particular occasion, to the troops which will always be stationed at Belgaum.

ARTICLE VI.

Of the Rupees 1,35,000 to be paid to the Sirkar on account of last year's balance (Fuslee 1229), some Revenue has been received from the Mahals which you before gave up, and some from those which are now to be restored, from the gross amount of which the proportion for Sebundee Khurch, according to the Memorandum now agreed upon for the period since the Mahals have been in our possession, also the Nemnooks and Wurshasuns, and other annual payments which were made last year from the Mahals, will be deducted; after which, the net balance will be carried to your credit; but the remaining sum due by you must be repaid by three equal monthly payments, to commence one month from the time the Districts shall be restored to you. On your giving satisfactory Sahookar's security for these payments, the Collector will restore to you the Districts which are to be given back, reserving those which are to be retained by Government, according to the Yad.

ARTICLE VII.

The Revenues of Bumeguttee and the Sirdeshgutee of Gopunkope, which Government is to retain, are entered according to the Collector's accounts, which have not yet been compared with those of your Vukeels. They will, however, be compared by the Collector, and if any excess be satisfactorily established above the present rate, it will be admitted, and a corresponding deduction made from the portion to be taken from the Shahpoor Mahal.

(A true copy.)

(Signed) J. MACLEOD,
First Assistant.

Abstract Statement of the Revenues of the Districts finally ceded from the Jageer of Chintamun Rao Appa Saheb, Chief of Sanglee, to the British Government, in June 1821, *and attached to the Dharwar Collectorate, to make good the annual sum of Rupees* 1,35,000, *Net Produce, in lieu of the Service of his Quota of Horse.*

Number.	Districts.	Number of Villages.			Kumal Amount.		Actual Gross Produce.								Deductions.						Remains, Net Produce.	
		Muojes.	Muzras.	Total.			Land Revenue.		Bajee Bab.		Sayur.		Total.		District Establishment, &c. Charges.		Wurshasun Nemnook, &c. &c.		Total Deductions.			
1	Purguna New Hoobleе...	41	6	47	67,599	9½	52,181	4½	4,684	5	12,912	4½	69,777	15	4,547	7¼	3,181	3	7,728	10¼	62,049	4¾
2	Purguna Turus ...	46	4	50	47,396	11¼	34,192	13¼	418	15¼	6,437	14	41,049	10½	2,536	6¾	2,975	9	5,511	15¾	35,537	10¾
3	Purguna Burdol ..	16	0	16	10,937	8	7,656	2½	..	...	...	..	7,656	2½	392	15½	...	...	392	15½	7,263	3
4	Purguna Bumeguttee...	11	0	11	3,279	9	8,680	7¼	25	4	409	13	9,115	8¼	591	0¼	38	2½	629	2¾	8,486	5½
5	Sirdeshgut of Gopunkope... ..	5	0	5	17,896	12	14,162	0½	...	..	266	2¾	14,428	3¼	935	11¼	517	9½	1,453	4¾	12,974	14½
6	In the Purguna of Shahpoor.. ..	6	1	7	...	...	9,321	10¼	...	..	..	..	9,321	10¼	633	0¾	..	...	633	0¾	8,688	9½
		125	11	136	...	...	1,26,194	6¼	5,128	8¼	20,026	3¼	1,51,349	0¾	9,636	9¾	6,712	8	16,349	1¾	1,35,000	0

J. Macleod,
First Assistant.

NEEPANEE.

Terms granted by the Hon'ble East India Company to SIDOJEE RAO NAIK NIMBALKUR, *regarding the Lands which he held from the Government of His Highness the Peshwa, for the payment of his Contingent, and of his personal allowance, &c., which are now comprised with the rest of the Country in the Territories of the British Government, and are graciously granted to him. Dated the* 14*th June* 1820.

ARTICLE I.

There was formerly a Jageer in your possession, for Contingent, &c.: the Talookas of Chikodee and Munolee have been given to others by the British Government; these have been deducted. The grants in the old Jageer, and in lieu of the Mokasa and other items of Revenue in the Nuwab's country, with the Jageer now fixed to be granted by the British Government, altogether, for personal allowance and establishment, amount to 50,000 Rupees; 12,000 is allowed in addition, to support the dignity of Sirlushkur, in lieu of what has been discontinued under this head. With the exception of this sum of 62,000 Rupees, the rest of Jageer is held for the support of a Contingent of Horse. In the Tynat Zabitah the Contingent required is of three kinds; the maintenance of these would be more than you could perform. The service of the British Government is throughout the whole year, without excuse. The horses are required to be good and effective. The amount of Contingent, at the rate of 300 Rupees per horse, is 1,107. Three-fourths of these were relinquished, and a fourth of the Contingent was fixed, amounting to 277 Horse. You have requested to have 27 Horse further reduced, and have agreed to furnish 250. This is accordingly granted, as you wish.

ARTICLE II.

Your troops shall be mustered whenever called on. The horses and men shall be good and effective, and shall serve the whole year; should the number, upon muster, prove deficient, the amount of such deficiency shall be repaid to Government, at the rate of 300 Rupees. If a Detachment, of from 15 to 20 Horse, is required to be sent from the Army on your affairs, you must first mention it to the Officer in Command on the part of the Government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own Station for monsoon quarters, for four months during the rainy season; but if they are required, they must remain.

ARTICLE III.

You shall serve in such manner as the Government may order. You will not in general be required to serve beyond the Godavuree and the Toongbhudra;

but if at any time you should be required to do so, you must go without objecting. On such occasions you will be furnished by Government with money for the payment of your troops, at the established rate of pay, which money is to be repaid to Government in your country.

ARTICLE IV.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from Government; all expenses are to be provided for out of the allowance granted. This is to be observed according to former practice, but if any great man should be wounded or killed in action, a reward will be given to him by the Government if wounded, or a pension to his family if he be killed in action.

ARTICLE V.

In addition to your Contingent, you will maintain, at your own expense, such establishments for the preservation of order within your limits as may be necessary; and in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands.

ARTICLE VI.

As long as you continue to serve the British Government with fidelity and attachment, your Jageer shall remain undisturbed in your possession, and that of the Sirdars of your family; and a Sunud shall be procured to the same effect from His Excellency the Most Noble the Governor General. Hereafter, when new Sunuds are required for the descendants of each respectively, it is to be represented to the Government, which will graciously confer a new Sunud, and continue the Jageer without exacting any Nuzur.

ARTICLE VII.

Any villages, lands, or other possessions, belonging to your Surunjam or Inam, situated within the lands of Government, shall be continued without obstruction as they have heretofore been continued. You will continue all rights within your Jageer, whether belonging to the State or individuals, all Doomala, Surunjam, and Inam villages and lands, all Wurshasuns (or annual pensions), Dhurmadao (or charitable allowances), Devusthan (or religious establishments), Rozeenah (daily stipend), Khyrats (alms to Mahomedans), Nemnooks (or assignments on the Revenue), &c., in conformity to the list contained in the grant of your Surunjam; and if in any particular instance any interruption shall have been offered to a grant not annulled by Government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the Government. If any should act improperly, or be without heirs, you shall report to the British Government, which has authority to punish and resume. If any Zumeendar should be guilty

of rebellion or treason, or should resist your authority, or die without heirs, you are at liberty to resume his lands as a punishment, on satisfying yourself of his guilt, at the same time reporting the matter to Government, and receiving its orders regarding it, which shall be executed accordingly.

ARTICLE VIII.

You will attend to the prosperity of the Ryuts of your Jageer, to the strict administration of justice, and the effectual suppression of robberies, murders, Tulee, arsons, and other crimes. Should that not be done, and the Government gives orders regarding any complaint made in your Jageer, you will act accordingly in the settlement of the matter. Any decision of Government regarding the administration of justice which may be made, on investigation, must be duly executed. If any obstruction should be offered, or should the country fall into great disorder, and robberies and other offences begin to be committed, the Government will make such arrangements for the Surunjamee lands as it may deem proper.

ARTICLE IX.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to Government for consideration; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE X.

You shall hold no connexion nor correspondence with Bajee Rao or other Dowlutdars, or Sunsthan, as proclaimed by Government, and shall afford aid to no disaffected person. This condition is hereby engaged for, and if infringed, the Jageer will not be continued.

ARTICLE XI.

If any offenders from your Jageer lands shall come into those of the Government, you will represent the affair, and they shall, on inquiry, be delivered up to you; and should any offender against the Government, or criminal belonging to its territories, seek refuge in your country, they shall be apprehended and delivered up; and if pursued by the Government Officers, you will afford every assistance in delivering up such offender.

ARTICLE XII.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peshwa in former times. It will attend to any of your representations, and will decide equitably upon them.

The above twelve Articles are agreed to this 14th June 1820 (Rumzan 5th Jesht Mas).

(Signed) W. CHAPLIN,
Commissioner.

MOODHOL.

Terms granted by the Hon'ble East India Company to VENKUT RAO RAJEY GHORPURAY, *Chief of Moodhol, regarding the lands which he held of His Highness the Peshwa, for the payment of his Contingent ; bearing date Soorsun Ushreen Mya Tyne Wu Uluf (corresponding with the 27th December* 1819, A. D.)

ARTICLE I.

The five Mahals of Moodhol which were continued until the war, for personal and Contingent allowance, are now confirmed. It was usual to supply 150 Horse, and who were paid by the Peshwa's Government, were at the rate of 12 Rupees monthly. In lieu of the latter, a deduction of half (70) the Contingent is made. But, with a view to support the family, and in consideration that the Contingent is required throughout the whole year, and the horses to be good and effective, the British Government is graciously pleased to relinquish three-fourths of the Contingent, and to fix the Contingent hereafter to be furnished at twenty Horse.

ARTICLE II.

The horses shall be good, valuing between 300 and 400 Rupees, and the men efficient. They must serve wherever required. Should their numbers be deficient, the amount of such deficiency shall be repaid to Government at the rate of 300 Rupees for each, from the date of being present at muster.

ARTICLE III.
" IV.
" V.
" VI.
" VII.
" VIII.
" IX.
" X.

NOTE.—*These Articles being verbatim the same as Articles IV. to XI. of the foregoing Engagement with the chief of Neepanee, the same are not repeated in this place.*

ARTICLE XI.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peshwa in former times. It will attend to any of your representations, and will decide equitably upon them. You shall in no respect suffer injury.

The above eleven Articles are agreed to, this 27th December 1819, (5th Rubee ool-awul.)

(Signed) W. CHAPLIN,
Commissioner.

CHIEF OF KOOROONDWAR.

Engagement concluded by the Hon'ble East India Company, with UJUM KESHEO RAO BABA PUTWURDHUN, *Chief of Kooroondwar, regarding the Territory continued to him from former times by the Peshwa's Government, as Surunjam, for the maintenance of Troops, personal expenses, and other purposes, dated Soorsun Ushreen Mya Tyne Wu Uluf, (corresponding with the 12th October* 1819, A. D.)

ARTICLE I.

In the year 1812-13, Articles of Agreement were entered into at Pundhurpoor* on the part of the Company's Government, and a Memorandum and letter were sent. In the 3rd paragraph of the Memorandum, it is provided that you shall render military service to the Shreemunt (Peshwa), to the extent to which it was performed from ancient times, under the Swuraj, and which extent is to be ascertained from the "Tynat Zabita." But considering that the Sirdars will not be able to perform service according to the Tynat Zabita, it has now been decided, after consideration, that they should be required to supply a fourth of the number of Horse for which Surunjam territories are continued to them, or, in lieu of them, to pay to the (Company's) Government, in cash, the amount of money which may be due on account of their Tynat, at the rate of Rupees 300 per horse, stated in the "Tynat Zabita," or to assign territory for the payment of the amount. Pursuant to this you have agreed to supply to Government 70 Horse, which is a fourth of the number required, and this is accordingly sanctioned by Government.

ARTICLE II.

You are to produce the Horse for muster whenever you are required to do so. The horses and men should be sound and in good condition, and should serve throughout the year. Should the quota of Horse appear at any muster to be short of the number agreed upon, you are to pay to Government the amount of their "Tynat," according to the fixed rate. If it be necessary to send from five to seven horsemen on business of the Army, you should dispatch them, after making an intimation to the Mookhtiar on the part of Government, when they will be taken into account at the muster. Should their services be not required, the Horse will be allowed to return to their quarters for encampment, during the four months of the rainy season. If their services be required, they will have to remain (on duty).

ARTICLE III.

The body of Horse shall do such duty as may be required. For the most part they will not be required to serve beyond the banks of the Toongbhudra

* Vide pages 761 and 762.

and Godavurec, but should there be any occasion to go there, you are not to bring forward any excuse. On such occasions Government will advance money to defray the expenses of the Horse, according to the fixed rate, and shall recover the money on returning to its own country.

ARTICLE IV.

It is usual that no compensation should be demanded from Government on account of any horses or men who may be wounded or killed in the field, and that all ammunition, such as gunpowder, shot, &c., are to be included in the fixed rate; but if a great man be wounded in battle, while serving Government, he will receive a reward, or if he be killed, a "Balpurvurshee" allowance* will be granted and continued.

ARTICLE V.

The Sebundee required for conducting the business and the protection of the Jageer Talooka, is to be exclusive of the quota of Horse in the service of Government. Should a disturbance break out in a neighbouring Mahal, assistance should be afforded out of the troops in the Mahal. Should a serious disturbance break out in a Surunjam Mahal, it should be brought to the notice of Government, when assistance will be rendered.

ARTICLE VI.

As long as you act with fidelity and attachment, and serve Government, the Jageer in your possession and in the possession of the Sirdars of your family shall be continued without any interruption or question. This is mentioned in the fifth paragraph of the Agreement entered into at Pundhurpoor, and it is accordingly now confirmed. On this subject you will receive a Sunud, issued by the Right Hon'ble the Governor General of India. It will hereafter be necessary for every one's descendants to obtain new Sunuds, from generation to generation; on which occasions applications should be made to Government, which will be pleased to issue a Sunud, and to continue the Jageer without levying a Nuzur.

ARTICLE VII.

Your Surunjam villages, Inams, lands, &c. which may be situated in the Government territories, shall be continued as hitherto, without any interruption.

ARTICLE VIII.

Should there be in your Jageer Talooka any Government "Umul," Doomala, Surunjamee and Inamee villages, lands, Wurshasuns, Dhurmadaos, Devusthans, Rozeenas, Khyrats, Nemnooks, &c. which may have been continued from former times, you are to continue them without interruption to the respective incumbents, according to the Government "Behra." You are also to continue such items as may have the sanction of Government, but may have in the mean time

* An allowance for the support of his children.

been interrupted. You shall afford no cause for any complaints being made to Government regarding them. Should any Zumeendar create a disturbance, or should he be insubordinate to you, you may, after taking his offence into consideration, attach such portion of his possessions as may be necessary to punish him. If any of the others commit a crime, or die without leaving an heir, you should make an intimation on the subject to Government, which will adopt measures for the punishment of the offender, or for the disposal of the allowance (held by the deceased).

ARTICLE IX.

You should keep the Ryuts of your Jageer territory in a prosperous state, should dispense justice properly, and should adopt proper measures regarding robbers, murderers, Tuleegars, &c. If you do so, Government will not be under the necessity to listen to the complaint of any person of the Surunjamee Talooka, and to inquire into it. Any complaints which may be made will be referred to you, and you should dispose of them properly. Should there occur much disorder, and should robberies become frequent in the Jageer territory, or should serious crimes be committed, and if you should not adopt the requisite measures and dispense justice properly, Government will be obliged to take the necessary steps.

ARTICLE X.

Without Government orders, you are on no account to collect men and have an engagement with any person. Should any dispute arise among yourselves, you are, without having recourse to arms, to bring it to the notice of Government for settlement, and you are to abide by the just settlement which will be made by Government. To this effect, the fourth paragraph of the Articles of Agreement entered into at Pundhurpoor is written, and this provision is hereby confirmed.

ARTICLE XI.

If any offenders of the Talooka of your Ilaka take refuge in the Government Talooka, you are to make an intimation of it, when, after an inquiry, they will be made over to you. If offenders, &c. of the Government territories should repair to the Surunjam Talooka, you are to assist the Government people who may be dispatched to make inquiries regarding them, and to make them over to the Government people.

ARTICLE XII.

The Company's Government shall continue your dignity and rank in the same manner as they were continued in former times by the Peshwa's Government. If you have anything, you may bring it to the notice of Government. It will be listened to, and what may be proper will be done: you will not be molested on any account.

The above XII. Articles are entered into this day, the 12th of October 1819 (corresponding with 22nd Zilhuz, at Poona).

(Signed) M. ELPHINSTONE,
Commissioner.

CHIEF OF SHEDBAL.

MEMORANDUM.—*The Treaty with this Chief, which is dated the 6th June* 1819, *being in all its provisions the same as the foregoing Engagement with the Chief of Kooroondwar, the same is not repeated in this place.*

CHIEF OF JUMKHUNDEE.

MEMORANDUM.—*The Treaty with this Chief, which is dated the 6th June* 1819, *is precisely to the same effect as the foregoing Engagement with the Chief of Kooroondwar, excepting that in Article I. it was stipulated he should serve with* 300 *Horse, and in Article II. that, should occasion require it, he might send from twenty-five to forty Horse on his own service, on receiving the sanction of the Officer Commanding on the part of Government. At the period when this Treaty was concluded, the Jumkhundee and Chinchnee Estates formed one: On their partition, in October* 1821, *it was decided that each Estate should for the future, furnish a Contingent of* 150 *Horse, in lieu of the* 300, *previously fixed for the conjoint Estate.*

CHIEF OF MEERUJ.

Engagement entered into by the Honorable East India Company's Government with GUNPUTRAO TATIA PUTWURDHUN MEERUJKUR, *regarding the Territory continued to him from former times by the Peshwa's Government, as Surunjam, for the maintenance of Troops, Personal Expenses, and other purposes. Dated Soor Sun Ushreen Mya Tyne Wu Uluf (corresponding with the 6th June* A. D. 1819).

ARTICLE I.

In the year 1812-13, Articles of Agreement were entered into at Pundhurpoor* on the part of the Company's Government, and a Memorandum and letter were sent. In the 3rd paragraph of the Memorandum it is provided that you shall render military service to the Shreemunt (Peshwa) to the extent to which it was performed from ancient times, under the Swuraj, and which extent is to be ascertained from the Tynat Zabita. But considering that the Sirdars will not be able to perform service according to the Tynat Zabita, it has now been decided that they should be required to supply one-fourth of the

* Vide page 761.

number of horse, for which Surunjam territories are continued to them, or, in lieu of them, to pay to the (Company's) Government, in cash, the amount of money which may be due on account of their Tynat, at the rate of Rupees 300 per horse, stated in the Tynat Zabita, or to assign territory for the payment of the amount. Pursuant to this, you have agreed to supply to Government three hundred Horse, which is a fourth of the number required, and this is accordingly sanctioned by Government.

ARTICLE II.

You are to produce the Horse for muster whenever you are required to do so. The horses and men should be sound and in good condition, and should serve throughout the year. Should the quota of Horse appear at any muster to be short of the number agreed upon, you are to pay to Government the amount of their Tynat, according to the fixed rate. If it be necessary to send from twenty-five to forty Horse on business of the Army, you should dispatch them, after making an intimation to the Mookhtiar on the part of Government, when they will be taken into account at the muster. Should their services be not required during the four months of the rainy season, the Horse will be allowed to return to their quarters for encampment; If their services be required, they will have to remain on duty.

ARTICLES III. to XI. — NOTE.—*These Articles being verbatim the same as Articles III. to XI. of the foregoing Engagement with the Chief of Kooroondwar, the same are not repeated in this place.*

ARTICLE XII.

The Company's Government shall continue your dignity and rank in the same manner as they were continued in former times by the Peshwa's Government. If you have anything, you may bring it to the notice of Government. It will be listened to, and what may be proper will be done. You will not be molested on any account. You will be assisted in just cases.

The above XII. Articles are entered into this day, the 6th June (1819), corresponding with 12th Shaban, at Gulgulee, on the North bank of the Krishna.

(Signed) M. ELPHINSTONE,
Commissioner.

MEMORANDUM.—*In April* 1821, *being nearly two years subsequent to the conclusion of the above Engagement, the Meeruj Estate was divided into four*

Shares, the holder of each Share being thenceforth required to maintain the number of Horse enumerated in the margin, the aggregate of Horse* (300) *corresponding with the number stipulated in Article I. of the above Engagement.*

* 1 Madhow Rao Saheb Meerujkur.. 70
2 Gungadhur Rao Saheb... ... 90
3 Gopal Rao Saheb.. 70
4 Wamun Rao Saheb, (Chief of Sonee)... 70
Total Horse... 300

CHIEF OF TASGAON.

Terms granted on the 17th June 1819, *by the Honorable East India Company, to* GUNPUT RAO BAPOO PUTWURDHUN, *Chief of Tasgaon, regarding the Lands which he held from the Peshwa's Government for the payment of his Contingent, of his personal allowance, &c., and regarding the future arrangement of his Jageer, and the execution of the Agreement concluded with him by Brigadier General* T. MUNRO.

ARTICLE I.

According to ancient practice, you ought to serve with as many Horse as your lands will maintain, at 300 Rupees a horse ; but as that would be more than you could accomplish, General Munro made the following declaration in the XIII. Article of his Agreement* : "The Company does not exact service like the constant duty you used to do under the Peshwa. Once in ten or fifteen years, when an important affair occurs, it is necessary to come to the Company's assistance, except in such times you shall not always be summoned." On this you have now requested that the terms of your service may not be left indistinct, and have stated your inability to act up to the full extent of the terms of your Tynat Zabita. It is therefore agreed that you shall be excused the service of three-fourths of your Contingent, and shall serve constantly with the remaining fourth, 150 Horse only. This is hereby confirmed by the Government.

ARTICLE II.

Your troops shall be mustered whenever called on ; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to Government at the established rate. If a Detachment of twenty or twenty-five Horse are required to be sent from the Army on your affairs, you must first mention it to the Officer in command on the part of the Government, and they will in that case be included in the muster. When your troops are not required,

* This alludes to a "Preliminary Agreement" which was concluded with the Chief of Tasgaon, at Beejapoor, by General Munro, on the 13th June 1819, being four days prior to the date of this Engagement. The latter superseded the former Agreement, which is therefore omitted from this compilation.

they will be permitted to return to your own Station for monsoon quarters, for four months during the rainy season, but if they are required they must remain.

ARTICLE III.

You shall serve in such manner as the Government may order. You will not in general be required to serve beyond the Godavuree and Toongbhudra, but if at any time you should be required to do so, you must go without objecting. On such occasions you will be furnished with money for the payment of your troops according to the estimated expense, which money is to be repaid to Government in your own country.

ARTICLE IV.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from Government: all expenses are to be provided for out of the war allowance granted. This is to be observed according to former practice, but if any great man should be wounded or killed in action, a reward will be given to him by the Government if wounded, or a pension to his family if he be killed in action.

ARTICLE V.

In addition to your Contingent, you will maintain, at your own expense, such establishments for the preservation of order within your limit as may be necessary, and in the event of disturbances in the Districts adjoining to yours, you will furnish assistance with such troops as may be in your lands. If any great disturbance should break out in your lands, you will receive assistance on your applying to Government.

ARTICLE VI.

In the X. Article of the Agreement with General Munro it is written, that on your submitting to the British Government your Jageer shall be continued to you on the former footing, and in the XIV. Article is a similar engagement for the maintenance of your honor and dignity. It is therefore agreed, that as long as you shall continue to serve the British Government with fidelity and attachment your Jageer shall remain unquestioned and undisturbed in your possession, and a Sunud shall be procured to the same effect from His Excellency the Most Noble the Governor General, hereafter. When new Sunuds are required for your descendants in succession, it is to be represented to Government, which will graciously confer a new Sunud, without exacting any Nuzur. A separate Article has been executed on this head, which will be conformed to.

ARTICLE VII.

Any villages, lands, or other possessions belonging to your Surunjam Inam, situated within the lands of Government, shall be continued without obstruction, as they have heretofore been continued.

ARTICLE VIII.

You will continue all rights within your Jageer, whether belonging to the State or individuals. All Doomala, Surunjam, and Inam villages and lands,

all Wurshasuns (or annual pensions), Dhurmadao (or religious establishments), Rozina (daily stipends), Khyrats (alms to Mahomedans), Nemnook (or assignments on the Revenue), &c., in conformity to the list contained in the grant of your Surunjam; and if in any particular instance any interruption shall have been offered to a grant not annulled by Government, such grant shall likewise be made good, without hindrance, to the proprietor. No complaints on this head are to be suffered to reach the Government. If any Zumeendar should be guilty of rebellion or treason, or should resist your authority, you are at liberty to resume his lands as a punishment, on satisfying yourself of his guilt. If any of the other persons above enumerated should be guilty of an offence, or if any of them should die without heirs, you will announce it to Government, which will punish the guilty, and "take possession of the vacant lands."

ARTICLE IX.

You will attend to the prosperity of the Ryuts of your Jageer, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. The Government will not inquire into any trifling complaints that may arise in your Jageer. When any complaint is made, it will be referred to you, and you are to settle it equitably. If at any time your Jageer should fall into great disorder, and robberies should be committed without proper investigation and redress on your part, it will be necessary that arrangements should be made on the part of Government.

ARTICLE X.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to Government for consideration; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE XI.

In the XV. Article of your Agreement with General Munro it is agreed that if any persons of your District, or any of your dependents, should be guilty of offences, and should fly to the Government, or to any other person, they shall, on representation to Government, be delivered up. It is therefore now agreed that if any offenders of yours escape to the lands of Government, or to those of other persons, you are to represent it to Government, and on inquiry they shall be delivered up; and should any offenders against the Government, or criminals belonging to its territory, seek refuge in your country, they will be pursued by the Government Officers, and you will afford every assistance in delivering up such offenders.

ARTICLE XII.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peshwa in former times. It will attend to any

of your representations, and will decide equitably upon them; you shall in no respect suffer injury, but will of course be supported as far as is just. To this effect it was promised by General Munro in the IV. Article of his Agreement; it is therefore inserted here.

ARTICLE XIII.

It was agreed by General Munro that you should only serve on great occasions, such as occur once in ten or fifteen years; nevertheless, you have agreed to serve at all times with a fourth of your Contingent. It is therefore determined to grant you, under the name of personal allowance (Zabita Tynat), lands yielding an annual Revenue of 30,000 Rupees, to commence from the first day of the current year.

ARTICLE XIV.

It was agreed by General Munro, in the XVI. Article of his Agreement, that your disputes with your relations should be equitably adjusted. There is a stipulation in the IV. Article for the equitable division of Bhoje and Yekshumba, and an adjustment on these principles would exclude all considerations of delicacy; it is therefore resolved to put an end to the disputes between the Sirdars by the following grant to you, to commence from the first day of the current year, in full satisfaction of all your claims regarding the Jageer. If the village of Bhoje is not obtained for you from Gopal Rao, you will receive lands yielding 6,400 Rupees a year, the addition of 300 Rupees to the value of the village being as a compensation for your disappointment. In lieu of the 3rd share of Annapoor, you will receive 1,300 Rupees.

ARTICLE XV.

You applied to General Munro for an Inam for the god Gunputee, at Tasgaon. It is therefore determined to grant, from the first day of this year, an Inam of 2,000 Rupees, 1,000 for the expenses of the daily sacrifices and annual ceremonies, and 1,000 for the expense of a band of music.

ARTICLE XVI.

If it should appear that you were in the habit of receiving from the Peshwa's Government exemptions from the payment of Duties on flocks of sheep, on rice, cloth, and other articles required for your own use, you will, on inquiry, receive similar exemptions, but should these exemptions derange the system established for the country, they will not be granted.

ARTICLE XVII.

The lands now granted to you for a personal Tynat, and for the purpose of accommodating your disputes with your family, do not involve the service of any Horse in addition to the stipulated number of 150.

The above XVII. Articles are agreed to, this 17th of June 1819, (Shaban 23rd 1820, Arabic,) in Camp, at Moochundee, in the Purguna of Jut.

(Signed) M. ELPHINSTONE,
Commissioner.

CHIEF OF RAMDOORG.

Agreement entered into by the Honorable Company, on the 9th June 1821, with NARAYUN RAO RAM RAMDOORGKUR.

Whereas your ancestors held the Sunsthan of Nurgoond for many years under the Government of the Shreemunt Punt Prudhan, and whereas a partition was made between you and the Nurgoondkur, when half the Sunsthan, comprising the Fort and Talooka of Ramdoorg, and 17 Villages of the Talooka of Nurgoond, was awarded to you by the Peshwa's Government; And whereas the Peshwa's Territories have since come into the possession of the Hon'ble Company, that Government has been pleased, in consideration of the Sunsthan being an ancient one, and from personal regard, to continue your Possessions to you, the following Treaty is now concluded:—

ARTICLE I.

You formerly engaged, for the consideration of your Fort and possessions, to serve the Peshwa with 113 Horse in lieu of rent, but as you have represented to the Government that you had not served the Peshwa for many years, the Sirkar renounces its claim to the aforesaid quota of Horse, and confirms you in your possessions out of favor, and you on your part engage to continue in friendship with the British Government.

ARTICLE II.

In a former Agreement* it was stipulated that you should pay the Government annually the sum of Rupees 3,468¾, as your share of the Jageer of Konoor. This Article is confirmed, and you hereby engage to continue to pay the aforesaid sum yearly into the Company's Treasury.

ARTICLE III.

As long as you may continue in friendship with the Government, the Sunsthan and villages attached will be continued to you without interruption, and to your heirs from generation to generation, and a grant to this effect, confirmed by the Supreme Government, will be delivered to you, which will be renewed at every succession to your estate, and on your preferring an application these Sunuds will be renewed without the usual demand of Nuzur.

ARTICLE IV.

The Government hereby engages to continue to you such possessions held by you in Inam &c., at the time of the war, as may be within the limits of the Hon'ble Company's special dominions, while it reserves the right of resuming such within your territory as may hereafter appear to belong to the Sirkar.

* With the Peshwa, dated 1219 Fusly (A. D. 1805).

On your part you engage to continue to the holders of Inams, Dhurmadao, Khyrat, Nemnook, &c., within your territory, their several rights without interruption.

ARTICLE V.

You further engage to protect the Ryuts of the country forming your Sunsthan, to make legal and just inquiries, to protect the inhabitants against Robbers, Murderers, Tulegars, &c., and to obey such orders as the Government may deem it necessary to issue in the event of complaints being preferred against you: in failure thereof, or in the event of your country being, from your own neglect or carelessness, infested with Robbers, &c., the Sirkar will take measures for its better management.

ARTICLE VI.

You further engage not to assemble any party, or to attack or fight against any person without the orders of the Government, and to report to the Government all disputes that you may be involved in, without resorting to arms, when a fair inquiry shall be made, and orders issued, agreeably to which you engage to conform.

ARTICLE VII.

You further engage never to hold any connexion or correspondence with Bajee Rao Saheb, or other Dowlutdar or Sunsthan, and not to afford assistance to any disaffected person.

ARTICLE VIII.

You further engage to report to the Sirkar all instances in which any of your offenders shall take refuge in the Company's territories, when inquiries shall be instituted, and the offenders transferred to your authority; also to seize and apprehend criminals from the Sirkar's country who may take refuge in your territory, and deliver them to the Government, or to assist such Detachment as the Sirkar may deem it necessary to send in pursuit of them, and deliver up the criminals to the Sirkar.

(Signed) ST. JOHN THACKERAY,
Political Agent.

Dated the 9th June 1821.

CHIEF OF NURGOOND.

Agreement with DADAJEE RAO VENKUTESH, *Chief of Nurgoond. Dated the 9th June* 1821.

Whereas your ancestors held the Sunsthan of Nurgoond for many years under the Government of the Shreemunt Punt Prudhan, and whereas a partition was made between you and the Ramdoorgkur, when half the Sunsthan was awarded to you by the Peshwa's Government; and whereas the Peshwa's Territories have since come into the possession of the Hon'ble Company, that Government has been pleased, in consideration of the Sunsthan being an

ancient one, and from personal regard, to continue your Possessions to you; The following Treaty is now concluded, Soor Sun Ushreen Mya Tyne Wu Uluf, (1229, Fusly.)

ARTICLE I.

You formerly engaged, for the consideration of your Fort of Nurgoond and possessions, to serve the Peshwa with 112 Horse in lieu of money payment, but as you have represented to the Government that you had not served the Peshwa for many years, the Sirkar renounces its claim to the aforesaid quota of Horse, and confirms you in your possessions out of favor, and you on your part engage to continue in friendship with the British Government.

ARTICLE II.

In a former Agreement it was stipulated that you should pay the Government annually the sum of Rupees 3,468¾, as your share of the Jageer of Konoor; this Article is confirmed, and you hereby engage to continue to pay the aforesaid sum yearly into the Company's Treasury.

ARTICLE III.

As long as you may continue in friendship with the Government, the Sunsthan and villages attached will be continued to you without interruption, and to your heirs from generation to generation, and a grant to this effect, confirmed by the Supreme Government, will be delivered to you, which will be renewed at every succession to your estate; and on your preferring an application these Sunuds will be renewed, without the usual demand of Nuzur.

ARTICLE IV.

The Government hereby engages to continue to you such possessions held by you in Inam, &c., at the time of the war, as may be within the limits of the Hon'ble Company's special dominions, while it reserves the right of resuming such within your territory as may hereafter appear to belong to the Sirkar. On your part you engage to continue to the holders of Inams, Dhurmadao, Khyrat, Nemnook, &c., within your territory, their several rights without interruption.

ARTICLE V.

You further engage to protect the Ryuts of the country forming your Sunsthan, to make legal and just inquiries, to protect the inhabitants against Robbers, Murderers, Tulegars, &c., and to obey such orders as the Government may deem it necessary to issue in the event of complaints being preferred against you. In failure thereof, or in the event of your country being, from your own neglect or carelessness, infested with Robbers, &c., the Sirkar will take measures for its better management.

ARTICLE VI.

You further engage not to assemble any party, or to attack or fight against any person, without the orders of the Government, and to report to the Go-

vernment all disputes that you may be involved in, without resorting to arms, when a fair inquiry shall be made, and orders issued, agreeably to which you engage to conform.

ARTICLE VII.

You further engage never to hold any connexion or correspondence with Bajee Rao Saheb, or other Dowlutdar or Sunsthan, and not to afford assistance to any disaffected person.

ARTICLE VIII.

You further engage to report to the Sirkar all instances in which any of your offenders shall take refuge in the Company's territories, when inquiries shall be instituted, and the offenders transferred to your authority; also to seize and apprehend criminals from the Sirkar's country who may take refuge in your territory, and deliver them to the Government, or to assist such detachment as the Sirkar may deem it necessary to send in pursuit of them, and deliver up the criminals to the Sirkar.

(Signed) ST. JOHN THACKERAY,
Dated the 9th June 1821. Political Agent.

MEMORANDUM.—*This Agreement, after being signed and sealed by Mr. Thackeray, Political Agent at Dharwar, was sent by him to the Chief of Nurgoond, who returned it, with a request that the mention made in the Preamble, of the partition which had formerly taken place with Ramdoorg might be omitted; This request was not complied with, and, in consequence, the foregoing Engagement remained undelivered in the Office of the Political Agent. The Chief of Nurgoond, however, is deemed bound by all the provisions of the above Engagement, which is that on which he holds his Estate.*

MEMORANDUM.—*By an arrangement concluded with the Jageerdars of the Southern Muratha Country in the years* 1848 *and* 1849, *they agreed to commute into an annual money payment, as exhibited in the margin, the quotas of Contingent Horse they were bound by the preceding Engagements to maintain for the service of Government; Orders were accordingly issued by Government, on the* 30*th April* 1850, *for raising a Corps to be called the "Southern Muratha Irregular Horse," to be organized from certain bodies of Horse, hitherto maintained at Satara and Kolhapoor, and from the Contingents previously furnished under the above Engagements by the Southern Muratha Jageerdars. This arrangement was confirmed by the Hon'ble the Court of Directors, on the* 30*th October* 1850.

Ramchundru Rao Appa, of Jumkhundee, Rupees	20,840	10	0
Gungadhur Rao Gunesh, of Meeruj	12,557	13	0
Rughoonath Rao Kesheo, of Kooroondwar ...	9,618	12	0
Trimbuk Rao Gunput, of Shedbal	9,618	12	0
Luxoomun Rao Mahdeo, of Meeruj	6,412	8	0
Venkut Rao Rajey Ghorpuray, of Moodhol ...	2,617	14	0

SURAT.

Firman granted by SHAH AURUNGZEB *to the Hon'ble East India Company, dated the 25th June* 1667.

Be it known to the Governor, Prefects, and Officers of Affairs of the Port of Surat, present and to come, confiding in our Royal favor, that at this present time, joined to happiness, certain notice is come to our ears, that whereas formerly the rate for Customs of goods belonging to the merchants of the Dutch nation was on every hundred Rupees three and a half Rupees, and afterwards, having an eye to the profitable condition of the said people, two Rupees was only ordered; and whereas the merchants of the English nation have made their request that the rates for the Customs of their goods may be confirmed according to the Dutch constitution, and that a Firman may pass from our excellent and noble Court that the goods and merchandizes which the said merchants, having bought in Bengal, and in the Royal seat of our kingdom, Akburabad, and other countries and great cities, do transport by the way of Burhanpoor and Ahmedabad, to sell them in the Bundur of Surat, may not be stopped by any person in their passage, on pretence of taking Rahadarees or other Duties, or on any prohibition whatsoever; and in case any of the goods belonging to the aforesaid persons be robbed in the way, that the Officers and Guards of the said place do, in the recovery of the said goods, make all diligent search; and whereas a petition was directed to our exalted Throne, upon the sight of a letter which Ghyas-ood-deen-Khan, Governor of Surat, hath written unto the trusty protector of our riches, the repose and glory of our kingdom, the pillar of our Councillors, emblems of honor, the flower of our Princes, high in dignity, the provident disposer of our kingdoms and estates, the open way to riches and plenty, worthy of all grace, a rewarder of all degrees of men, a Lord of pity, the mark of felicity, Chancellor of our kingdoms, and sole manager of our affairs, Jafer Khan, to this effect, that in case any favor be shown to the English nation, (who are well-wishers to the riches of our Court, by their services which they have performed to our benefit have so approved themselves formerly and hitherto in an obliging manner,) it will be well deserved by them; and whereas the instant desire of our mind, known in truth, and the perfection of our heart, established in justice, is expended on the quiet state and universal benefit of all people, at the agreeable petition of the merchants of the English nation, having forgiven them one Rupee of the sum of three Rupees, (the accustomary duties of their goods,) I have now ordered them to pay but two Rupees; therefore, from this time forward on every hundred Rupees value of goods belonging to the English nation, two Rupees must be taken in the aforesaid Bundur; and the Governors, Captains of

Guards, Lieutenants of countries, Guards of passes and the highways of the provinces and great cities aforesaid, shall not give any molestation or opposition to the aforesaid merchants on pretence of Rahadarees or other demands whatsoever, which are prohibited in our Court and high Palace; and in case in any place the least part of their goods or merchandize be stolen, that in the recovery of them all strict search and inquiry be made, and the thieves, together with the goods stolen, being apprehended, the goods may be delivered to the owners, and the thieves to punishment. In this affair let them observe all extraordinary diligence towards our Court, and be very circumspect and cautious to abstain from the breach hereof.

Written the 11th day of Mohurrum, in the tenth year of Our High Reign, (corresponding with the 25th June 1667, A. D.)

TREATY BETWEEN THE HON'BLE EAST INDIA COMPANY AND SEEDEE MUSOOT KHAN AND SUFDUR KHAN, OF SURAT.

Original Articles of Peace executed by SEEDEE MUSOOT KHAN *and* SUFDUR KHAN, *being wrote with the latter's hand in Persian, and sealed with the former's seal. Dated the 17th March* 1752.

ARTICLE I.

The peace* made by Mr. Lambe and Council to be void and of no effect, and the papers to be torn, and a new receipt given for the Customs.

Agreed that it be void, and a new receipt shall be given as soon as the year is expired.

ARTICLE II.

Two lacs of Rupees to be paid the Hon'ble Company for the expenses they have been at, and what lost in the Latty, the whole sum to be paid in ready money.

Whatever the people think proper, must be done to satisfy them.

ARTICLE III.

For the Company's sake creditable posts must be given to Mia Atchund's sons.

Agreed for the Company's sake to give them the Post of Lord Mayor.

* This alludes to a Treaty which was concluded on the 10th October 1751, by the Chief in Council at Surat, with Seedee Musoot Khan and Sufdur Khan, stipulating for the evacuation by the former of the Castle at Surat, &c. The Bombay Government entirely disapproved of this Treaty, and refused to ratify it, and the Governor of Bombay, (the Hon'ble Mr. Bourchier,) on the 18th October 1751, addressed a letter to Seedee Musoot Khan and Sufdur Khan, informing them of this decision.

ARTICLE IV.

The Company's garden, cows, coaches, or anything else taken from us to be returned.

Agreed that the cows, coaches, horses, &c. be returned, and a receipt taken.

ARTICLE V.

The Company's business to go on agreeable to their Firman privileges, and all goods to pass by the Moolah's Gate.

According to custom everything will go on, and nothing unjust will be done, and perhaps better than before.

ARTICLE VI.

Mr. Lambe and the rest of the Company's people that are in Town are not to be hindered from coming to us.

From the Government no hindrance or harm will happen to them.

ARTICLE VII.

The guards that are set about the Company's house to be taken away, and after this the like not to happen again, and all the batteries within and without that have been made upon this occasion to be taken down, which will be for the good of the people, and prevent further disputes.

The batteries shall be taken away, and nothing remain that may cause any difference between us.

ARTICLE VIII.

All servants and dependents upon the Company that are now in fear are not to be molested, and after this, upon no account whatever, no harm is to be done to them.

Whatever has been customary we may be assured shall be complied with.

Dated the 17th March 1752.

MEMORANDUM.—*This Treaty was executed on the 17th March* 1752, *having on that date been signed and sealed by Sufdur Khan and Seedee Musoot, and delivered to the Chief in Council at Surat. The two following writings were at the same time passed to the Chief in Council by Seedee Musoot and the principal Merchants and other Inhabitants of Surat. This Treaty was ratified by the Government of Bombay.*

WRITINGS ALLUDED TO IN THE FOREGOING MEMORANDUM.

SEEDEE MUSOOT KHAN *and Merchants' Writing for two Lacs of Rupees to be paid in the space of one year; Executed on the* 17*th March* 1752.

Servant of the King, Seedee Musoot Khan, gives this writing for two lacs of Rupees that was agreed upon to be paid the English on making peace; the merchants and subjects of Surat have given me one for this sum, and settled with me. For this reason I, on the part of the people at Surat, am bound that in the space of one year I am to pay this sum to the Company. These few lines are wrote by way of bond.

Dated the 15*th of Jumadee-ool-Awul* 1165. *Sealed by Seedee Musoot Khan, and eleven of the principal Inhabitants and Heads of Castes.*

Merchants' and Subjects' Note for two Lacs of Rupees to be paid the English, as agreed upon, on making Peace; Executed on the 17*th March* 1752.

Writing sealed by MOOLLA AMEEN-OOD-DEEN *and* IBRAHIM CHELLABY, *&c., Merchants and Subjects, dated* 15*th of Jumadee-ool-Awul* 1165 (17*th March* 1752).

The meaning of this is, that we merchants, &c. of Surat agree to this; that because between the English and Khan there have been disputes, to put an end to which, for the sake of the people, Sufdur Khan and Seedee Musoot Khan agreed to make peace, and to pay two lacs of Rupees in lieu of the expenses the English have been at. For this reason we, the merchants and subjects, willingly and without force agreed to it, agreeable to the under-written list, and after this sum is paid this Custom is to be taken off, and cease, not to be a precedent in future. The one per cent. paid upon ready money brought into town, which the Khan agreed the merchants should not pay, whatever now arises from this must be given to the English. The subjects of Surat are to pay one per cent. on all the money that they import in Bombay. Whatever arises from the Customs on goods coming in or going out of Surat, are now to pay one per cent. more than before, and what it may amount to is to be given to the English.

Dated the 17*th March* 1752.

TREATY BETWEEN THE HON'BLE EAST INDIA COMPANY AND FARIS KHAN, OF SURAT. DATED THE 12TH MARCH 1758.

Contracted and agreed, between the Hon'ble RICHARD BOURCHIER, *Esq., in behalf of the Hon'ble English East India Company on one part, and* FARIS KHAN *on the other, this 12th day of March* 1758, *viz :*

ARTICLE I.

That the Hon'ble Company's Troops, and Marine Forces, shall put Faris Khan in possession of the government of the City of Surat, by fixing him in the Durbar, and supporting him in the same.

ARTICLE II.

That the Hon'ble Company shall possess the Castle of Surat, with all its immunities and emoluments, and the Tunkha, &c., whatever the Seedee is now possessed of in Surat, and its dependencies.

ARTICLE III.

That Faris Khan shall pay the whole expense of the expedition, for which he binds the Foorza or Custom House for security of payment.

ARTICLE IV.

That the sum of Rupees two lacs (2,00,000) shall be made good and paid to the Commanders and private people, both military and marine, that they may not plunder, nor commit any irregularities, which sum is to be made good to him by a Varan laid upon the city, merchants, shroffs, &c. inhabitants.

ARTICLE V.

That the water gate called Moolna's Khirkee shall at all times be possessed by the English, without molestation from the Government's Officers or Sepoys, and that the two Gates, one of the inward wall, and one of the outward wall, next to the English garden, shall always be free for the English to come into and go out of at all times, without any molestation.

ARTICLE VI.

That the Hon'ble Company shall enjoy all the privileges of the Mogul's Royal Firman, as amply as they ever enjoyed them, without any molestation from any of the Government's Officers, either to their own trade, or any under their protection.

ARTICLE VII.

This Contract and Agreement is not intended in any shape to prejudice the immunities nor indulgencies granted by the Mogul to any other Europeans, nor to prejudice the Murathas in whatever Contracts or Agreements

are in force between them and the Government of Surat, but that Faris Khan shall be obliged to pay them their stipulated one-third of the Revenues of Surat, as has been done for some years past.

Counterpart of this Engagement is signed, sealed, and exchanged, the day above mentioned (12th March 1758), between the contracting parties, the Hon'ble RICHARD BOURCHIER, Esq., and FARIS KHAN.

MEMORANDUM.—*The above Engagement having been approved by the Government of Bombay, on the 12th March 1758, was executed and exchanged on the same day. The provisions of this Treaty, however, were not acted upon until March 1759, when the following separate Engagement was entered into with* MIA ATCHUND, *who, in the II. Article thereof, agreed to be bound by each of the stipulations contained in it.*

TREATY BETWEEN THE HON'BLE EAST INDIA COMPANY AND MIA ATCHUND, OF SURAT. DATED THE 4TH MARCH 1759.

Articles of Agreement made with MIA ATCHUND,* *at Surat, under date the 4th March 1759.*

Agreeable to your desire I sent a person to you, by whom you advised me verbally of your demands; and with sincerity of heart I now write the particulars I can agree to, which are as follow:

ARTICLES.	WROTE BY THE NUWAB OVER EACH ARTICLE.
ARTICLE I.	
That Faris Khan shall be appointed to the office of Naib,† in its greatest extent, as in the time of Sufdur Khan, and nobody but himself shall interfere in the said post.	1st.—Agreeable to this Article, I fully consent to Faris Khan's appointment.

* Who assumed the name of Syud Moinooddeen Khan, on his becoming Nuwab of Surat.

† The office of Naib of Surat was abolished in the year 1777, at the request of the Nuwab.

ARTICLE II.

That whatever Articles Faris Khan has given in writing, or promised to the Hon'ble Company, (the particulars of which cannot be drawn out at present, and must be deferred till we can meet,) shall be fully complied with, without the least diminution.

2nd.—Whatever Faris Khan has wrote, or promised to do for the Hon'ble Company, I will stand to, without the least alteration.

ARTICLE III.

That the Mecca Gate shall be opened, our troops admitted, and that we shall join our forces to drive our enemies out of town.

3rd.—Mecca Gate shall be opened, your troops admitted, and joined by mine, to drive out the enemy.

ARTICLE IV.

The above Articles a person in your behalf demanded, all which I agree to, and will comply with; and the Government shall be continued to me in full authority; and to the above I have put my own seal, and Meer Kootbooddeen will sign and seal the same, after which you must send a counterpart of this writing, with the Hon'ble Company's Seal affixed.

4th.—Agreed to, and that we shall act jointly in turning our enemies out of town.

WROTE BY MEER KOOTBOODDEEN.*

Whatever the Hon'ble Company have demanded, I agree to.

A counterpart of the above Articles was sealed with the Hon'ble Company's Seal, and sent to Atchund this day (the 4th of March 1759).

* Meer Kootbooddeen was the eldest son of Mia Atchund, on whose death, in February 1763, he, by the nomination of the Bombay Government, without reference to the Court of Delhi, succeeded to the Nuwabship, under the name of Meer Hafiz-ood-deen Ahmed Khan, Bahadoor.

Purwanah under the Vizier's Seal, for SYUD MOINOODDEEN KHAN* *to act as Governor of Surat. Dated the 29th March* 1759.

By the advices received here from Surat, it has been made known to His Majesty that you, with the consent and at the desire of the inhabitants, are arrived there, and that afterwards the Hon'ble Mr. Spencer, Captain of the English Factory at Surat, with the renowned Faris Khan, came and turned out Seedee Amud, who had possessed himself of his Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease, and the inhabitants satisfied. Therefore it behoves you to act as may be most conducive to the good of the city and his Majesty's affairs, that everybody may follow their calling without fear, and the city flourish. Let this be implicitly obeyed. On the 2nd of Shaban (29th March 1759), and the 6th year of the reign of his present Majesty.

Hookum under the Vizier's Seal to MR. SPENCER, *to assist and advise with* SYUD MOINOODDEEN KHAN,* *in the Government of Surat. Dated the 29th March* 1759.

Be it known unto the Hon'ble Mr. Spencer, Captain of the English Factory at Surat, that in these days advice has been received, that, with the consent and at the desire of the inhabitants of the Bunder of Surat, the renowned and brave Syud Moinooddeen Khan, Bahadoor, came into the place, and that afterwards you, with the renowned Faris Khan, came, and, by turning out Seedee Amud from the King's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave ease and satisfaction to the inhabitants of the place, with which we are well satisfied; and it now behoves you to advise with and in conjunction with the above renowned, so to carry on matters as may be most conducive to the good of the place and the honor of His Majesty, by assisting one another. Let this be done. On the 2nd of the month of Shaban (29th March 1759), in the 6th year of the reign of his present Majesty.

Hookum (or Order) under the Vizier's Seal to the Subjects and Inhabitants of Surat to acknowledge and assist SYUD MOINOODDEEN KHAN *as Governor of Surat. Dated the 29th March* 1759.

Be it known to all the principal Syuds, Shaikhs, and otherwise, and old men of understanding, as also to the merchants and others our subjects, inhabitants of Surat, that His Majesty is made acquainted, by advices from thence, that

* Otherwise called Mia Atchund.

by your consent, and at your desire, the brave and renowned Syud Moinooddeen Khan is come there, and that after him, Mr. Spencer, with the renowned Faris Khan, came, and, by turning out Seedee Amud from the King's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave ease and satisfaction to the inhabitants of the place, with which we are well satisfied; therefore it now behoves you in all respects to assist and advise the said Moinooddeen Khan, and with one accord to concur in everything for the good of the place, which I would have implicitly obeyed. On the 2nd of Shaban (29th March 1759), and the 6th year of the reign of his present Majesty.

A REPRESENTATION *made to the* MOGUL *under date the* 12*th May* 1759, *by* JOHN SPENCER, *in behalf of* THE HONORABLE ENGLISH EAST INDIA COMPANY.

SHOWETH,—That by virtue of Royal Firmans of your Majesty's predecessors, the English hitherto enjoyed favor at Surat, and carried on their business in a reputable manner, till in these days that the Seedees, usurping an undue authority in the town, used it to the ruin of the city in general, the lives and properties of your Majesty's subjects being made light of by them, and they even proceeded so far as to take away the lives of our people, in direct breach of your Majesty's Firman; and, in short, instead of being the protectors of the place, became the oppressors of it, to such a degree that the just orders of your Majesty were no ways regarded in this city, by their means; and things were come to this pass that though, in consideration of the Tunkha, the Seedee was to protect the Bar, yet so far was he from doing that, that for many months past a large fleet of Sunkrajee Punt's, Balajee Rao's Naib, entirely shut up the Bar, as did a large land force by land, to the infinite detriment of the place and inhabitants in general, without the Seedee's interfering therein, and there was the greatest reason to believe, that unless some speedy and vigorous measures had soon been pursued, your Majesty's famous city of Surat, the only port of good Moosulmen to the tomb of your Prophet, would have been brought to shame. In such circumstances, the eyes of the whole town were cast on us, as the only persons of force sufficient to save the city from the calamities that it then felt, and was still further threatened with; and in consequence of their solicitations, though our business in these parts of the world is only trade and merchandize, and we are not desirous of taking or governing cities and countries, yet as all the inhabitants of this place, great and small, were earnestly desirous of it, and I saw it was for the good of the place, I wrote the Governor of Bombay on the subject, in such manner that, at an immense expense, he sent hither, on our King's ships, a great force of good and experienced men, with a large quantity of artillery and other

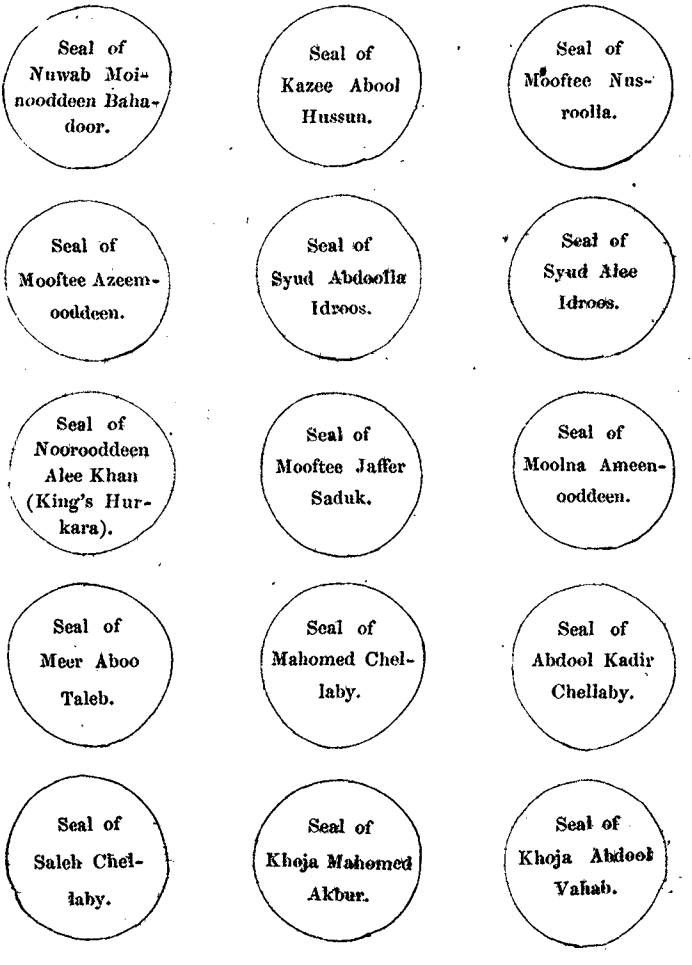
warlike stores of all sorts, with which I have had the happiness to procure safety to the city and ease to the inhabitants, and have procured an entire currency to your Majesty's orders in the place; and your Majesty's authority, by all ways in our power, will be preserved in the place as it used to be; and you will consider the English as desirous of receiving your orders, such being the intention of the Governor of Bombay and myself, whose whole power will be used to maintain the Castle that we have possessed ourselves of for your Majesty, and to preserve the Bar and sea open against all opposers on your behalf; for we shall not apply the Tunkha you have granted for this purpose to others, as has hitherto been the case; and since our having done this, the enemies that surrounded the place, both by sea and land, to its great prejudice, have been removed. We are always ready for the safety of the Castle and city, with its inhabitants, and therefore hope for your Majesty's favor in behalf of the Hon'ble English Company, for whose good service on this occasion I must refer your Majesty to the representation of the inhabitants of the place.

MEMORANDUM.—*The foregoing Representation was accompanied by the following Certificate, under the Seals of the Nuwab and other Residents of Surat, whose names are herein undermentioned.*

It is now upwards of three months that Sunkrajee, Killedar of Bassein and Naib of Balajee Rao, sent to the Bar of this place a large fleet of 80 or 90 fighting vessels, with a great force and warlike stores, intended for taking the Fortress of this place, which stopped the Bar, impeded all merchant vessels, and did much harm to the inhabitants of this place. A great army was also sent by land under Eshwunt Rao, which surrounded the city, and stopped all grain and provisions, as they have long had an eye on this city and Castle, and used all means to get the same into their possession. Being surrounded on both sides, and hard pressed, the Killedar's Naib found it could not hold out, and sent to offer to deliver up the Castle, which the Murathas were ready to possess themselves of. In this juncture, we applied to Mr. John Spencer, Chief of the English Factory in Surat, who is both a great merchant and a person much respected for his good-will towards everybody, and likewise always has force and warlike stores sufficient in readiness, and acquainted him that the Killedar was tired out, and that it behoved him to do whatever was in his power at such a juncture to save the place and the inhabitants from shame, and to that end to send his people into your Majesty's Fortress and house, to take care thereof, either by fair means or force, to make the Murathas leave the place; upon this he, at the risk of his life and fortune, removed all this trouble, and brought it about so, that they losing all hopes of making themselves masters of the Fortress or City, retired. By thus sending Europeans into the Castle to take care thereof, all our lives, properties, and credit have been preserved, and on that side every-

thing quiet as usual. With the General of the Army by land he is now negotiating, and, either by force or mediation, will also get him to remove. For this our preservation, we bless God, and pray for an everlasting continuance of your Majesty's Government, and hope that a Firman may be granted to the English Company for holding and taking care of the Castle, and assisting your Majesty's Governor in this city, that the said Mr. John Spencer may be pleased with, and thankful for your Majesty's favor, and therefore exert himself in studying and acting for your Majesty's service. It behoved us to give your Majesty this information.

Sealed with the Seals of the following persons:—


Seal of Nuwab Moinooddeen Bahadoor.
Seal of Kazee Abool Hussun.
Seal of Mooftee Nusroolla.
Seal of Mooftee Azeemooddeen.
Seal of Syud Abdoolla Idroos.
Seal of Syud Alee Idroos.
Seal of Noorooddeen Alee Khan (King's Hurkara).
Seal of Mooftee Jaffer Saduk.
Seal of Moolna Ameenooddeen.
Seal of Meer Aboo Taleb.
Seal of Mahomed Chellaby.
Seal of Abdool Kadir Chellaby.
Seal of Saleh Chellaby.
Seal of Khoja Mahomed Akbar.
Seal of Khoja Abdool Vahab.

MEMORANDUM.—*Consequent on the foregoing Representation, the following Purwanah was addressed, in the Month of June* 1759, *by the Vizier of the Mogul, to* MR. SPENCER, *Chief at Surat.*

Purwanah, under the Seal of NUWAB VIZIER OOLMA MALEK ASIF-JAH NIZAM-OOL-MOOLK BAHADOOR, *dated the 9th Shuval, in the 6th Year of the Reign of his present Majesty (4th June* 1759, A. D.)

Be peace and happiness with the renowned Mr. John Spencer, Captain of the English Factory in the City of Surat; by the hands of your Vukeel your present and Urzee (or request) have been received, and the purport and particulars thereof are understood, and your Urzee (or request) to His Majesty has been delivered. The pains you have taken, and the success you have met with in keeping open the Door of Mecca, and delivering our subjects from oppression, we are pleased and satisfied with. As to the Firman for the government of the Castle, and Synnod for the Fleet, which are requested in the name of the English Company, I have given your Vukeel an answer, who will particularly advise you thereof. Let the Peshkush on this account be quickly remitted, that it may be presented to His Majesty, and your request thereby granted. In the mean time it behoves you to carry on affairs with alacrity, and be assured that herein nothing on my part shall be wanting to countenance you.

Husbool Hookum, under the great Seal of the NUWAB VIZIER OOLMA MALEK NIZAM-OOL-MOOLK BAHADOOR, *to the Hon'ble* RICHARD BOURCHIER, *Esq., Governor of Bombay. Dated the* 14*th June* 1759.

Be peace unto the high and renowned, the brave, courageous, and Hon'ble Richard Bourchier, Esq., the Governor of Bombay. The courage and conduct you have shown in His Majesty's service, for the good of our subjects, the inhabitants of Surat, are made known to His Majesty, and their letter expressing their satisfaction therewith, has also been shown, with which His Majesty is well satisfied, and praises you. Therefore upon this account he has been pleased to order this Husbool Hookum to be sent you, that you may take care of His Majesty's Castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business, and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as others, be in no fear from rovers and pirates. The Firman for the government of the Castle and Purwanah for the Fleet, being given in charge to the English Company, shall be sent you from Court. On the 1st of the month Zilhuj and the 6th year of the reign of His present Majesty, or the 14th June 1759.

Husbool Hookum, under the Seal of the Vizier, at the Court of the Mogul, addressed to Mr. SPENCER, *Chief at Surat, under date the 27th June* 1759.

Be peace unto the high and renowned Mr John Spencer. The courage and conduct you have shown in His Majesty's service, for the good of our subjects, the inhabitants of Surat, are made known to His Majesty, and their letter expressing their satisfaction therewith has also been shown, with which His Majesty is well satisfied, and praises you. Therefore upon this account he has been pleased to order this Husbool Hookum to be sent you, that you may take care of His Majesty's Castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business, and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as others, be in no fear from rovers and pirates. The Firman for the government of the Castle, and Purwanah for the Fleet, being given in charge to the English Company, shall be sent you from Court. On the 1st of the month of Zilkad, and the 6th year of the reign of his present Majesty (the 27th of June 1759).

Purwanah under the Koochik (or small Seal) of the Nuwab Vizier OOLMA MALEK NIZAM-OOL-MOOLK BAHADOOR, *to Mr.* SPENCER, *without date, but received by the Chief in Council at Surat on the 3rd August* 1759.

The Urzee of the high and renowned, with the present and letter expressing the merchants' satisfaction, have been received by the hands of Hadee Khan. The conduct and courage you have shown, for the good of the inhabitants of Surat and His Majesty's service have been in a particular manner made known to him, with which he is well pleased, and praises you for. It now behoves you to look with a satisfied mind particularly to the peace of the inhabitants and the preservation of His Majesty's Castle, and to take care that the trade of the seas is kept open and safe, that the Hajees (or pilgrims) and merchants meet with no trouble or impediment, and that the ships to and from the renowned and other ports, may be safe from any fear of violation from rovers and pirates. The Firman for the government of the Castle and Purwanah for the Fleets, being given in charge to the English Company, shall be sent you from Court.

Dustuk under the Khan Saman, or Steward's Seal, for the Hon'ble Company holding the King's Fleet. Dated the 26th August

1759, *and received by the Chief in Council at Surat on the* 1st *November* 1759.

The Dustuk in the name of the noble and renowned English Company is as follows. By His Majesty's Husbool Hookum, the office of Duroga of the great Fleet belonging to the Bunder of Surat, vacant by the dismission of Seedee Yakoot Khan, is now delivered into your hands; therefore it behoves you to execute the said office with great care and circumspection, and carry on the business of it justly and with moderation. Look on this as absolutely required of you. Dated the 2nd day of Mohurrum, in the 6th year of His Majesty's reign.

At the back of this is the seal of Zia ood-Dowlah Fidaooddeen Khan Bahadoor, who is Khan Saman or Steward to His Majesty, whose prerogative it is to grant this order.

Firman under the Seal of the Great Mogul, and undersealed by his Vizier, for the Hon'ble Company's holding the Government of the Castle of Surat. Dated the 4th *September* 1759, *and received by the Chief in Council at Surat on the* 7th *November* 1759.

Tograh, or verses from the Koran, in Arabic.

The Great Seal of the King's Name, in Persian.

Let the renowned among the people, the English Company, hope for His Majesty's favor; and be it known unto them that in these happy and victorious times His Majesty has been pleased, out of his great grace and favor, to grant unto them the Killedaree, or government, of the Castle of Surat, on its being taken from Hafiz Ahmed Khan. It therefore is requisite that they should be very grateful for this His Majesty's favor, and look particularly to the welfare of the Castle, keeping proper order and discipline among the troops, and having provisions, stores, and ammunition always in readiness, as has been usual, which is strictly and especially required of them by His Majesty.

Given on the 11*th day of Mohurrum, and in the sixth year of His Majesty's reign, or the* 4*th of September* 1759.

NOTE.—*At the back of the Firman is the Grand Vizier's Seal, and all his titles written at length.*

Husbool Hookum, under the Seal of the NUWAB VIZIER OOLMA MALEK BAHADOOR, *to the Hon'ble English Company. Received by the Chief in Council at Surat on the 7th November* 1759.

May His Majesty's favor ever remain upon the brave and noble English Company. It has pleased His Majesty to grant unto you the office of Killedar (Castle Governor) of the Bundur of Surat, vacant by the dismission of Hafiz Ahmed Khan, as also the office of Duroga of the great Fleet of said bunder, vacant by the dismission of Seedee Yakoot Khan. Therefore, agreeable to his order, you are now directed to take particular care of the proper execution of the above offices, by looking well to the welfare of the Castle, and preservation of merchants, &c. on the high seas, keeping them clear of pirates and rovers who may infest them. This is positively required of you.

Husbool Hookum, under the Vizier's Seal, to Mr. RICHARD BOURCHIER, *Governor of Bombay.*

It has pleased His Majesty to grant unto the brave and noble English Company the office of Killedar of the Bundur of Surat, vacant by the dismission of Hafiz Ahmed Khan, as also the office of Duroga of the great Fleet of said Bundur, vacant by the dismission of Seedee Yakoot Khan. Therefore, agreeable to his order, this is wrote you to direct that, according to the directions and advice of said Company, you take all the care in your power for the proper execution of said offices, by looking well to the welfare of the Castle, and preservation of trade and merchants on the high seas from pirates and other rovers. Of this you are required to be very careful.

MEMORANDUM.—*Husbool Hookums similar to the above from the Vizier to the address of Mr. Spencer, the Chief at Surat, and to Syud Moinooddeen Khan, Governor of Surat, reached that place from the Court of the Mogul on the 7th November* 1759.

Order under the Grand Vizier's Seal to SYUD MOINOODDEEN KHAN, *Governor of Surat, regarding the payment of the Tunkha, on account of the Fleet, to the Hon'ble English East India Company, &c. Dated the 18th September* 1759.

To the brave, noble, renowned, and careful Syud Moinooddeen Khan, Bahadoor, on whom is His Majesty's favor. The Vukeel of the English Company having represented that as Duroga, or the post of the great Fleet belonging to the Bundur of Surat, under the Soobah of Ahmedabad, on the

dismission of Seedee Yakoot Khan, Killedar of Dundee Rajapoor, from said post, had been granted to his constituents, he hoped that a Purwanah or order for the Tunkha on account of the Troops of the Fleet, as has been usual since the time of him who is now in Heaven (meaning Aurungzeb) among the other charges of Surat, exclusive of what is sent to Court, might be given him in your name. From the archives of the kingdom it appears that this office was in the hands of Seedee Yakoot Khan, and that in the 23rd year of the reign of Mahomed Shah he procured an order on Teg Beg Khan, then Governor, for the annual payment of two lacs according to custom, besides what was sent to Court. Now in these days the office of Duroga of the Fleet, on the dismission of Seedee Yakoot Khan, has been granted to the said Company, as has been usual under the Dustuk or Seal of the Khan Saman (or Steward), and dated the 2nd of Mohurrum, and 6th year of the present reign; therefore I now write you that you may pay unto them account charges for the forces of the Fleet the usual Tunkha of two lacs every year, agreeable to the hereafter order, among the other charges of Surat, exclusive of what is sent to Court, and let the accounts and papers relative thereto be transmitted hither. Dated the 25th of Mohurrum, and the 6th year of the reign of His present Majesty (or 18th September 1759, A. D.)

On the back of this Purwanah is the Vizier's Seal, and the Zoomra or Certificate from the several Officers and Registrars at Court, setting forth as is above related in the Purwanah, and that the Vizier had given orders for registering the Urzees and orders given thereon.

TREATY WITH THE NUWAB OF SURAT, 1800.

Articles of Agreement between the Hon'ble East India Company and their Successors and the Nuwab NUSEER-OOD-DEEN KHAN, *&c. &c. and his Heirs and Successors, for the better Administration of the Government of the City of Surat and its Dependencies, concluded on the* 13*th May* 1800, *or the* 19*th of Zilhuj* 1214 *of the Hijree.*

Whereas the Hon'ble the English East India Company have been subjected to a heavy expense for the protection of the City of Surat, and whereas the existing system of internal Government in the said City has been found inadequate to the protection of the persons and property of the inhabitants; and whereas the Right Hon'ble the EARL OF MORNINGTON, *Governor General of the British Possessions in India, and the Nuwab* NUSEER-OOD-DEEN, *&c. are mutually desirous of providing more effectually for the external defence of the City of Surat, and for the security, ease, and happiness of the inhabitants, the following Articles of Agreement are concluded on behalf*

of the Hon'ble English Company, and their Successors, by the Hon'ble JONATHAN DUNCAN, *Governor of Bombay, vested with full powers for that purpose by the said Governor General on the one part, and by the Nuwab* NUSEER-OOD-DEEN, *and his Heirs and Successors, on the other part.*

ARTICLE I.

The friendship subsisting between the Hon'ble English Company and the Nuwab Nuseer-ood-Deen Khan, &c. is hereby strengthened and confirmed, and the friends and the enemies of one shall be considered to be the friends and the enemies of the other.

ARTICLE II.

The Nuwab Nuseer-ood-Deen agrees that the management and collection of the Revenues of the city of Surat, and of the territories, places, and other dependencies thereof, the administration of civil and criminal justice, and, generally, the whole civil and military government of the said city and its dependencies, shall be vested, for ever, entirely and exclusively in the Hon'ble English Company.

ARTICLE III.

It is agreed that the Nuwab shall be treated, on all occasions, with the same respect and distinction as his predecessors.

ARTICLE IV.*

The English Company agree to pay to the Nuwab Nuseer-ood-Deen and his heirs, out of the Revenues of Surat and its dependencies, in four equal quarterly payments, one lac of Rupees annually, which shall be considered to be the first charge payable from the said Revenues. The Company also

* NOTE.—By this Article (IV.) a stipend of one lac of Rupees per annum was settled on the Nuwab and his heirs, and in addition thereto, one-fifth of the net Revenue, which in March 1814, in consequence of a falling off in the Nuwab's share of one-fifth, he requested might be commuted for a fixed annual payment. In submitting this application for the consideration of Government, the Chief, Mr. Crow, showed that the Nuwab's average annual receipts for the preceding thirteen years had been Rupees 49,109-2-0, and stated that he expected this should be commuted for 60,000 Rupees annually. The Government of the day declined to accede to this arrangement, but three years subsequently (1817), the Government being desirous to relieve the trade of Surat from various vexatious imposts, and not being able to do this without affecting the Nuwab's claim to one-fifth of the Revenue under the IV. Article of this Treaty, a negotiation was opened by the Chief of Surat, which terminated in the Nuwab accepting, in commutation of his fifth share of the Revenue, the sum of 50,000 Rupees per annum. In reporting this result to Government, the Chief stated that the Nuwab expected to receive an assurance "that the commutation agreed to, of receiving annually "a fixed cash payment of 50,000 Rupees, shall be continued to him and his heirs, in the same manner "as provided for under the Treaty of May 1800, in regard to the one-fifth share of the ceded Revenues "now relinquished, and that, except in this particular, the present arrangement shall not be considered "as affecting the existing Treaty between the Hon'ble Company and His Highness, the provisions of "which are in all other respects to remain in full force." An intimation to this effect was accordingly conveyed to the Nuwab in a letter from the Governor of Bombay, under date the 20th April 1818, and from that time up to the period of the death of his successor, in August 1842, the Nuwab of Surat continued to receive from Government an annual stipend of one lac and fifty thousand Rupees.

engage to pay to the said Nuwab and his heirs, in addition to the above-mentioned lac of Rupees, a proportion of one-fifth of the annual Revenues now arising, or which may hereafter arise, from the said city and its dependencies, after deducting the said lac of Rupees, the sums payable to the Murathas, and the charges of collection. The residue of the Revenues, after the foregoing deductions, shall be at the disposal of the said Company.

ARTICLE V.

In order that the Nuwab may at all times have full satisfaction in respect to the Revenues of Surat and its dependencies, he, the said Nuwab, shall be at liberty to inspect all the accounts thereof, from time to time, or to station a Vukeel, or Accountant, at his own expense, in all or in any of the offices of collection, for the purpose of taking and transmitting to His Excellency copies of all or any of the accounts of the said Revenue.

ARTICLE VI.

Courts shall be established for the due administration of civil and criminal justice, which Courts, agreeably to the stipulations in the II. Article, shall be under the sole authority of the English East India Company. The said Courts shall be composed of Officers to be appointed by the Governor in Council of Bombay for the time being, and shall be conducted according to such Ordinances and Regulations (framed with a due regard to the existing laws and usages of the country), as shall, from time to time, be published by the said Governor in Council.

ARTICLE VII.

In complaints brought before the Courts of Justice in which it shall appear, either by the application of the Nuwab or the representation of the defendant, at or before the time of giving in his, or her answer, or by the petition of the complainant, that both parties are relations or servants of the Nuwab, it is agreed that such parties shall, in the first instance, be referred for justice to the Nuwab, or to any person he may appoint to dispense it. Any complaint against the relations or immediate servants of the Nuwab by persons of a different description, shall, in the first instance, be made to the chief civil servant at Surat, who shall refer it to the Nuwab, who hereby engages to order an immediate investigation to be made, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, the Nuwab engaging to bring it to a direct issue, and to carry the sentence or award, if unfavourable to his relation or servant, into immediate execution.

MEMORANDUM.—*The foregoing Treaty was concluded with the Nuwab, at Surat, by the Hon'ble* JONATHAN DUNCAN, *in person, on the 13th May* 1800, *having been previously approved by the Right Hon'ble the Governor*

General of India in Council; And on the 15th of the same month the following PROCLAMATION *was issued at Surat, by* MR. DUNCAN, *announcing that, from that date, the Town of Surat and its Dependencies had come under the exclusive Government of the Hon'ble East India Company.*

PROCLAMATION,

BY THE HON'BLE JONATHAN DUNCAN, GOVERNOR OF BOMBAY. DATED SURAT, THE 15TH MAY 1800.

Whereas by a Treaty concluded between the Hon'ble English Company and the Nuwab Meer Nuseer-ood-Deen Khan, under date the 13th of May 1800, or the 19th of Zilhuj 1214 of the Hijree, the said Nuwab has agreed that the management and collection of the Revenues of the City of Surat, and of the Territories, Places, and other Dependencies thereof, the administration of civil and criminal justice, and generally the entire government of the said City and its Dependencies, shall be vested for ever, wholly and exclusively, in the Hon'ble English Company;

This is therefore to give notice to all the inhabitants of the Town of Surat and its Dependencies, that the Hon'ble Company's exclusive Government commences from this day, being Thursday, the 15th of May 1800, or the 21st of Zilhuj 1214 of the Hijree. All persons now in civil offices are to continue to act under the administration of the Hon'ble Company until further orders, and their future permanency will, of course, in a great measure, depend, under the good pleasure of Government, upon their diligence in their several trusts, and their fidelity to the English Sirkar.

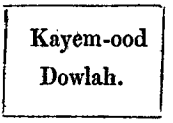
Edward Galley, Esquire, has been appointed Collector of the Mokats and Moglaee of the Purgunas, and Alexander Ramsay, Esquire, Judge and Magistrate of the city. The Natives in trust in these Departments are therefore respectively to continue to act in subordination to those superior Officers, and such further appointments or regulations as may take place will be announced in a few days, it being sufficient for the present to intimate to all the Company's New Subjects of Surat, that the motives and object of the British Government in taking on themselves the full and entire government of Surat, have been, and are, to procure thereby a just, wise, and efficient administration for the security of the lives and properties, and the promotion of the happiness of all its inhabitants, of which, with God's blessing, the good effects may soon be rendered manifest.

Surat Castle, 15th May 1800.

NUWAB OF SURAT AND THE PESHWA.

Agreement between KAYEM-OOD DOWLAH, *Nuwab of Surat, and* KASHEENATH HUREE, *the Peshwa's Chowthia. Dated the 29th May* 1786.

The Nuwab's Seal.



Whereas there has lately subsisted some disputes in the Bundur of Surat by reason of Kasheenath Huree, Shreemunt Peshwa Saheb's Kumavisdar, having made sundry claims on the Sirkar of the Nuwab Saheb Kayem-ood Dowlah Bahadoor, on account of some articles of the Revenue of the aforesaid Bundur, the particulars of which are below inserted, and which, by the advice, assistance, and approbation of Andrew Ramsay, Esq., Chief of the English Factory, and Governor of the Mogul's Castle and Fleet, it has been by both parties mutually agreed and settled, that in future in the undermentioned articles there shall on no account be any difference or dispute between the above-mentioned parties, who bind themselves by their respective faiths to keep this agreement, that it may always remain in force.

(WRITTEN BY THE NUWAB.)

"*The Nuwab Kayem-ood-Dowlah Bahadoor agrees that the Sixth Share* "*of the undermentioned Articles shall in future be given to the Sirkar of Shree-* "*munt Peshwa Saheb, according to what is right and just.*"

On Indigo, &c. for one whole year, which is somewhat now increased, the whole Revenue is 7,510 Rupees, the sixth part of which is Rupees 1,251 and ten and a half Annas.

Thirteen Articles:

Indigo.....Rs.	2,700	0	0
Teakwood.....	1,625	0	0
Amrah and Domus Fishery.....	560	0	0
The Chowkees of the Thana Chowrasee. ..	500	0	0
The farm of the Boats	700	0	0
Omrah Putta, or Liquor-shops	180	0	0
The Dutch Chowkee.....	48	0	0
Omrah Chowkee.....	24	0	0
Jewel Office Vera.....	600	0	0
From the Jewel Office for Custom.....	75	0	0
Phoolsary in the Chowrasee.....	90	0	0
Batty-cleaners in the Thana of Chowrasee.	84	0	0
Nakas, or Customs on Cattle	324	0	0
Rupees.	7,510	0	0

(WRITTEN BY THE NUWAB.)

" Directions have been given to the Karbharees (Clerks) that they go on " agreeable to former custom."

Tindal's Customs, and others which are not ascertained, but whatever is collected in the year. Twelve Articles.

From the Tindals of Ships, Ten Rupees a year.

Tunksal or Mint accidental Customs, for a thousand, 1-1-0.

Jagry from the Deccan was never included in the certificates, and is not to be. Carts of Dangur, not more than usual, to pass in certificates; the business to go through the proper Office.

At the Chowkees in the suburbs his writers are to attend.

The Customs on Soorungee (a dye) shall be brought to account as usual.

The Customs on Koosoomba (a red dye) shall as usual be brought to account. The income from Ranialah shall be brought to account.

The fee on new Silk Wheels, of Rupees 1-2-0 each, shall be brought to account.

(WRITTEN BY THE NUWAB.)

" It was usual to allow one Artificer from each Trade; On his account two of " each shall be allowed."

12 Carpenters, 9 Bricklayers, 7 Tailors, and 5 Potmakers.

(WRITTEN BY THE NUWAB.)

" By reason of the decrease in the Revenue these have been stopped."

From the Nuwab's Sirkar should be given Shawls from the Naibut.

Palanquin charges from the Khooshkee.

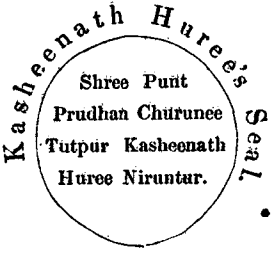
Dated the 1st of the Month Shaban, in the year of the Hijree 1200, *corresponding with the 29th of May* 1786, *of the Christian Era.*

(A true translation.)

(Signed) LEWIS CORKRAN.
Persian Translator.

NUWAB OF SURAT AND THE PESHWA.

Agreement between KAYEM-OOD DOWLAH, *Bahadoor, Nuwab of Surat, and* KASHEENATH HUREE, *the Peshwa's Chowthia.*



Whereas there has lately subsisted some disputes in the Bundur of Surat by reason of Kasheenath Huree, Shreemunt Peshwa Saheb's Kumavisdar, having made sundry claims on the Sirkar of the Nuwab Saheb Kayem-ood Dowlah, Bahadoor, on account of some articles of the Revenues of the aforesaid Bundur, the particulars of which are below inserted, and which, by the advice, assistance, and approbation of Andrew Ramsay, Esquire, Chief of the English Factory, and Governor of the Mogul's Castle and Fleet, it has been by both parties mutually agreed and settled, that in future, in the undermentioned articles, there shall on no account be any difference or dispute between the abovementioned parties, who bind themselves by their respective faiths to keep this Agreement, that it may always remain in force.

On indigo, &c. for one whole year, which is now somewhat increased, the whole Revenue is 7,510 Rupees, the sixth part of which is Rupees 1,251, and ten and a half Annas.

Thirteen Articles:

Indigo	Rs.	2,700
Teakwood	„	1,625
Omrah and Domus Fishery	„	560
The Chowkees of the Thana Chowrasee	„	500
The Farm of the Boats	„	700
Omrah Putta, or Liquor-shops	„	180
The Dutch Chowkee	„	48
Omrah Chowkee	„	24
Jewel Office Vera	„	600
From the Jewel Office for Custom	„	75
Phoolsary in the Chowrasee	„	90
Batty-cleaners in the Thana of Chowrasee	„	84
Nakas or Customs on Cattle	„	324
Rupees		7,510

Tindals' Customs, and others, which are not ascertained, but whatever is collected in the year.

Twelve Articles :

Tunksal, or Mint Accidental Customs, for a thousand 1-1-0.

Jagry from the Purgunas not more than formerly, to go in the certificates. Jagry from the Deccan was never included in the certificates, and is not to be.

Carts of Dangur not more than usual to pass in certificates. The business to go through the proper Office.

At the Chowkees in the suburbs the Chowthia's writers to attend.

The Customs on Soorungee (a dye) shall be brought to account as usual.

The Customs on Koosoomba (a red dye) shall as usual be brought to account.

The income from Raniafah shall be brought to account.

The fee on new Silk Wheels, of Rupees 1-2-0 each, shall be brought to account.

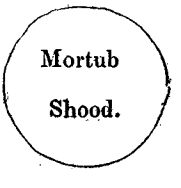
Artificers to be allowed to the Thana, and not to be taken in Bet, 12 Carpenters, 9 Bricklayers, 7 Tailors, and 5 Potmakers. From the Sirkar of the Nuwab Saheb to be given Shawls from the Naibut.

Palanquin charges from the Khooshkee.

Kasheenath Huree, Kumavisdar for the share of Shreemunt Peshwa Saheb, agrees that if the before-mentioned Nuwab Saheb, according to the before-written Agreement, gives the just proportion to the Sirkar of the Peshwa, I have not, nor shall have, as is above written, any claim upon the Nuwab Saheb; in testimony of which two Agreements are drawn out; To one copy the seal and writing of the Nuwab is affixed; And to the other the seal and writing of Kasheenath Huree, Kumavisdar of the before-mentioned. In the Bundur of Surat, the 1st day of the month Shaban, in the year of the Hijree 1200, corresponding with the 29th day of May 1786 of the Christian Era.

Written in the Murathee language by Kasheenath Huree. These XXVIII. Articles are settled between the Nuwab Kayem-ood Dowlah, Bahadoor, and Kasheenath Huree, the Shreemunt Prudhan's Kumavisdar at Surat. There was a dispute respecting the Peshwa's share of the Revenue, which has been settled by the advice and means of Mr. Ramsay, Chief of the English Factory. The particulars of the Articles are written in Persian, according to which the Nuwab of Surat is to give the share yearly, when there will be no dispute from year to year.

The 1st of Shaban 1200 *(29th May* 1786).



(A true translation.)

(Signed) LEWIS CORKRAN,
Persian Translator.

TERWARA.

Engagement entered into in September 1822 *by the* CHIEF *of* TERWARA, *for prohibiting the Transit of Opium through his Territory.*

MEMORANDUM.—*This Engagement, being precisely similar to that agreed to by the* NUWAB *of* PAHLUNPOOR, *entered at pages* 440 *and* 441, *is not repeated in this place.*

THURAD.

Engagement entered into in September 1822 *by the* CHIEF *of* THURAD, *for prohibiting the Transit of Opium through his Territory.*

MEMORANDUM.—*This Engagement, being precisely the same as that agreed to by the* NUWAB *of* PAHLUNPOOR, *entered at pages* 440 *and* 441, *is not repeated in this place.*

TIPPOO SULTAN.

Treaty of Peace with TIPPOO SULTAN, *dated the* 17*th March* 1792.

DEFINITIVE TREATY *of* PERPETUAL FRIENDSHIP *for the adjustment of affairs between the* HON'BLE ENGLISH EAST INDIA COMPANY, *the* NUWAB *ASIF JAH BAHADOOR, *and* †RAO PUNDIT PRUDHAN BAHADOOR, *and* TIPPOO SULTAN, *in virtue of the authority of the* RIGHT HON'BLE CHARLES EARL CORNWALLIS, *Knight of the Most Noble Order of the Garter, Governor General, &c. &c., invested with full powers to direct and control all the affairs of the said Company in the East Indies, dependent on the several Presidencies of* BENGAL, MADRAS, *and* BOMBAY, *and of the* NUWAB AZEEM-OOL-OMRA BAHADOOR, *possessing full powers on the part of the* NUWAB ASIF JAH BAHADOOR, *and* HUREE RAM PUNDIT TATIA BAHADOOR, *possessing equal powers on the part of* RAO PUNDIT PRUDHAN BAHADOOR, *settled the seven-*

* H. H. the Nizam.

† The Peshwa.

teenth day of March, one thousand seven hundred and ninety-two, of the Christian Era, answering to the twenty-third day of the month of Rujub, one thousand two hundred and six of the Hijree, by SIR JOHN KENNAWAY, BARONET, *on the part of the* RIGHT HON'BLE CHARLES EARL CORNWALLIS, *Knight of the Most Noble Order of the Garter, &c., and* MEER ALUM BAHADOOR *on the part of the* NUWAB AZEEM-OOL OMRA BAHADOOR, *and* BUCHAJEE PUNDIT *on the part of* HUREE RAM PUNDIT TATIA BAHADOOR *on one part; and by* GOLAM ALEE KHAN BAHADOOR, *and* ALEE RIZA KHAN *on the behalf of* TIPPOO SULTAN, *according to the undermentioned Articles, which, by the blessing of God, shall be binding on their Heirs and Successors as long as the Sun and Moon endure, and the conditions of them be invariably observed by the contracting parties.*

ARTICLE I.

The friendship subsisting between the Hon'ble Company and the Sirkar of Tippoo Sultan, agreeably to former Treaties, the first with the late Nuwab Hyder Alee Khan, bearing date the 8th of August 1770,* and the other with Tippoo Sultan, of the 11th of March 1784,* is hereby confirmed and increased, and the Articles of the two former Treaties are to remain in full force, excepting such of them as by the present Engagement are otherwise adjusted, and the VIII. Article of the second abovementioned Treaty, dated the 11th of March 1784, corresponding with the 18th of the month Rubee-oos Sanee 1198, Hijree, confirming all the Privileges and Immunities of Trade which the Nuwab Hyder Alee Khan granted to the said Company by the Treaty entered into in the year 1770,* is also, by virtue of the present Treaty, renewed and confirmed.

ARTICLE II.

In the IV. Article of the Preliminary Treaty entered into between the Allied Powers, and the said Tippoo Sultan, dated the 22nd of February 1792,† corresponding with the 28th of the month Jumadee-oos Sanee 1206, Hijree, it is written "until the due performance of the three foregoing Articles," (the first Article stipulating the cession of half the country, the second the immediate payment of half of the sum of money agreed to be paid, and the remainder in specie only, at three instalments not exceeding four months each instalment, and the third engaging for the release of prisoners) "two of the sons of the said Tippoo Sultan shall be detained as hostages," which Articles are confirmed by the present Instrument; accordingly, the said Tippoo Sultan shall divide the sum agreed to be paid at three instalments abovementioned into three equal parts, and shall pay to the said Three Powers their respective shares, at the exchange affixed for the amount, to be paid immediately, at such places on

* These Treaties, referring to matters unconnected with the Bombay Presidency, are omitted from this compilation. The present Treaty is inserted, as it has reference to cessions made to the Peshwa.

† Vide preceding Note.

the boundaries of the Allies as shall be determined on by them; and after the performance of the remaining two Articles abovementioned, that is to say, the cession of one-half the country, and the release of the prisoners, in case the amount of the three instalments be paid by Tippoo Sultan to the Three Powers prior to the expiration of the period stipulated for it, the said sons of Tippoo Sultan shall be immediately dismissed, and all pecuniary demands between the contracting parties shall cease and be at an end.

Article III.

By the I. Article of the Preliminary Treaty, it is agreed that one-half of the Dominions which were in the possession of the said Tippoo Sultan at the commencement of the war shall be ceded to the Allies adjacent to their respective boundaries, and subject to their selection. Accordingly, the General Abstract of the countries composing half the Dominions of Tippoo Sultan to be ceded to the Allies, agreeably to their respective shares, is hereunto subjoined, and the detail of them is inserted in a separate Schedule, bearing the Seal and Signature of Tippoo Sultan.

Districts ceded to the Honorable English Company.

	Kanteroy Pagodas.	F.	C.	Kanteroy Pagodas.	F.	C.	Kanteroy Pagodas.	F.	C.
Calicut, 63 Talookas	.....			8,48,765	5	4¼			
Palghautcherry	.....			88,000	0	0			
Dindigul and Pulnaveerpuckshy, 2 Talookas	.....			90,000	0	0			
Salem	.....			24,000	0	0			
Koork	.....			8,000	0	0			
Namkul	.....			16,000	0	0			
Sunkagherry	.....			40,000	0	0			
Bara Mahal, 9 Talookas, viz:									
Bara Mahal	64,000	0	0						
Coveriputtun	10,000	0	0						
Veerbhudrudoorg	8,000	0	0						
Roycotta	8,000	0	0						
Kangoondee	6,000	0	0						
Darampoury	8,000	0	0						
Pinnagur	10,000	0	0						
Tengrycotta	12,000	0	0						
Coverypoor	8,000	0	0						
				1,34,000	0	0			
Ahtoor Anuntgurry	.....			18,000	0	0			
Purmuttee	.....			14,000	0	0			
Shadmungul	.....			20,000	0	0			
Vamloor	.....			16,000	0	0			
Districts ceded to the Nuwab Asif Jah Bahadoor.							13,16,765	5	4¼
Talooka Herpah, 61 Talookas	.....			8,33,649	3	3¼			
The Doab, 15 Talookas	16,48,099	0	0						
Deduct as follows:									
In the Peshwa's share 13,06,666	6	10							
Remains with Tippoo Sultan:									
Anagoondee 60,101	0	0							
	13,66,767	6	10						
Remains to the Nuwab Asif Jah	.....			2,81,331	6	8			
Carried forward				11,14,980	9	11¼	13,16,765	5	4¼

Districts ceded to the Honorable English Company (continued).

	Kanteroy Pagodas.	F.	C.	Kanteroy Pagodas.	F.	C.	Kanteroy Pagodas.	F.	C.
Brought forward....	.....			11,14,980	9	11¼	13,16,765	5	4¼
Bangampilly and Chinchinmulla, 2 Talookas..	.....			41,804	9	8			
Singputtun and Chilwara	.....			20,000	0	0			
Oak	.....			20,000	0	0			
Hanwantgoond	.....			15,000	0	0			
Winipilly Vemla	.....			12,565	0	0			
Moaka.....	.....			12,162	6	14			
In Gooty, 4 Talookas, viz.									
Tarpatry	19,055	0	4						
Tamurry	13,072	8	0						
Velanoor.....	8,800	0	0						
Singumnully	10,855	0	0						
				51,782	8	4			
Biswapoor	.....			5,000	0	0			
Buthary, Koorkoor, &c., 2 Talookas	35,000	0	0						
Deduct:									
Remains with Tippoo, 2 Talookas—									
Koorkoor and Dummoor	12,000	0	0						
Remains to the Nuwab Asif Jah.....	.....			23,000	0	0			
In Koorkoor	.....			370	2	5¾			
							13,16,666	6	11
Districts ceded to Rao Pundit Prudhan Bahadoor.									
The Doab, 15 Talookas.....	16,48,099	3	2						
Deduct:									
Remains with Tippoo Sultan—									
Anagoondee, 1 Talooka..... 60,101 0 0									
In the share of the Nuwab Asif Jah:									
Kopul, 8 Talookas.....1,06,137 3 9									
Kanechgurry, 1 Talooka.. 79,100 0 0									
In Gujundurghur 96,094 2 15									
2,81,331 6 8									
	3,41,432	6	8						
Remains to Rao Pundit Prudhan, viz.									
Dharwar, 8 Talookas.....1,38,536	8	5½							
Havanoor, 2 do..... 30,604	3	2							
Dummoor 15,394	6	6½							
Bunkapoor, 16 Talookas....2,50,426	6	7¼							
Sirhuttee, 4 do..... 64,843	7	10							
Keloor, 11 do 1,43,397	4	3							
Gudug, 4 do..... 45,297	1	9½							
Jalihal, 5 do..... 73,185	0	14							
Dumbul, 4 do..... 49,196	5	12							
Shahnoor, 26 do.....3,40,946	7	13							
Lalguree Sounduttee.....1,48,953	8	0							
In Gujundurghur, 8 Talookas.... 1,01,977 9 6½									
Deduct:									
In the share of the Nuwab Asif Jah 96,094 2 15									
Remains to Rao Pundit Prudhan 5,883	6	7½							
From Gooty:				13,06,666	6	10			
Sundoor.....				10,000	0	0			
							13,16,666	6	10
				Grand Total....			39,50,098	8	9¼

ARTICLE IV.

Whatever part of Namkul, Sunkagherry, Salem, Coverepoor, Attoor, and Permutty which, as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the Northward and Eastward of the River Kavéree, or if there should be any other Talookas or Villages of Talookas situated as above described, they shall belong to the said Company, and others of equal value shall be relinquished by the said Company to Tippoo Sultan, in exchange for them; and if of the above Districts there shall be any Talookas or Villages of Talookas situated to the Westward and Southward of the said River, they shall be relinquished to Tippoo Sultan in exchange for others of equal value to the said Company.

ARTICLE V.

On the Ratification and mutual Exchange of this Definitive Treaty, such Districts and Forts as are to be ceded by Tippoo Sultan shall be delivered up without any cavil, or demand for outstanding balances; and such Talookas and Forts as are to be relinquished by the Three Powers, to Tippoo Sultan, shall in the same manner be delivered up; and orders to this effect, addressed to the Amils and Commanders of Forts, shall be immediately prepared and delivered to each respectively of the contracting parties, on the receipt of which orders, the discharge of the money stipulated to be paid immediately, and the release of prisoners on all sides, of which the contracting parties, considering God as present and a witness, shall release without cavil all that are in existence, and shall not detain a single person. The armies of the Allied Powers shall march from Seringapatam; such Forts and places, nevertheless, as shall be in the possession of the said Company, and on the road by which the said armies are to march, shall not be given up until the said armies shall have removed the stores, grain, &c., and sick, which are in them, and shall have passed them on their return. As far as possible, no delay shall be allowed to occur in the said stores, &c. being removed.

ARTICLE VI.

Whatever Guns and Shot shall be left by Tippoo Sultan in the Forts which the said Tippoo Sultan has agreed to cede to the Allied Powers, an equal number of Guns and Shot shall be left in the Forts which the allied Powers have agreed to restore to Tippoo Sultan.

ARTICLE VII.

The contracting parties agree that Zumeendars and Umuldars, being in balance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen that any disputes arise on the boundaries of the Allies and the said Tippoo Sultan, such disputes shall be adjusted with the knowledge and approbation of all parties.

ARTICLE VIII.

The Polegars and Zumeendars of this country who in the course of the present war have attached themselves and been serviceable to the allies, shall not on that account, in any shape or manner, be injured or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of VIII. Articles, shall be delivered by Tippoo Sultan, bearing his Seal and Signature, accompanied by three Schedules, also under the Seal and Signature of the said Tippoo Sultan, specifying the detail of the countries ceded to the three Powers, one to the said Company, with the Schedule, one to the said Nuwab Asif Jah Bahadoor, with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor, with the Schedule, three counterparts thereof, and of the Schedule, shall be delivered to the said Tippoo Sultan by the Allies, that is to say, one counterpart with the Schedule on the part of the said Company, bearing the Seal and Signature of the said Earl Cornwallis, one with the Schedule on the part of the said Nuwab Asif Jah Bahadoor, bearing the Seal and Signature of the said Nuwab, and of Azeem-ool-Omra Bahadoor, and one with the Schedule on the part of the said Rao Pundit Prudhan Bahadoor, bearing the Seal of the said Rao Pundit Prudhan Bahadoor, and the Signature of the said Huree Ram Pundit Tatia Bahadoor.

Signed and Sealed in Camp near Seringapatam, this Eighteenth day of March, One thousand Seven hundred and Ninety-two.

(Signed) CORNWALLIS. L. S.

(A true copy.)
(Signed) G. F. CHERRY,
Persian Translator to the Governor General.

(A true copy.)
S. AUCHMUTY,
Military Secretary.

JUMABUNDEE *of the Countries which are ceded to the* HONORABLE ENGLISH EAST INDIA COMPANY, *by* TIPPOO SULTAN, *according to the following Detail, dated the* 16*th of March* 1792, *corresponding to the* 22*nd Rujub* 1206, *Hijree.*

	Kanteroy Pagodas. F. C.	Kanteroy Pagodas. F. C.	Kanteroy Pagodas. F. C.
TALOOKAS APPERTAINING TO CALICUT, 63 TALOOKAS, VIZ. *Talooka Curba Calicut,* 3 *Talookas.*			
Curba	38,236 8 0		
Rumnagr	8,071 7 12		
Purrupnayr	8,863 3 0		
Carried forward.....		55,171 8 12	

Talookas appertaining to Calicut (continued).

	Kanteroy Pagodas.	F.	C.	Kanteroy Pagodas.	F.	C.	Kanteroy Pagodas.	F.	C.
Brought forward....	.....			55,171	8	12			
Talooka Goorumnuy, 7 Talookas.									
Curba	12,725	0	4						
Kolecaut	12,957	3	5						
Paynayr	17,630	5	14						
Purmulla	17,015	9	0						
Kulkumra	12,513	8	3						
Wurkumra	10,535	7	2						
Poelwaye	11,564	8	8						
Talooka Petudnayr, 10 Talookas.				94,943	2	14			
Curba	14,736	1	14½						
Mylatoor	12,192	4	15						
Angarypoor	13,615	4	5						
Kulkumdela	9,641	3	4½						
Shumayr	10,982	9	11						
Poontauny	14,073	7	5						
Kootay	8,159	4	5						
Wunnayrgur	6,386	2	14						
Kaaput	5,480	1	4						
Wy-Kittycote	16,701	7	10						
Talooka Warutnayr, 4 Talookas.				1,11,969	7	8			
Curba	13,515	0	4¼						
Mullpoor	6,608	7	6						
Moreypoor	11,117	3	2						
Wullu Carycote	10,130	0	0						
Talooka Shandgur, 11 Talookas.				41,371	0	12¼			
Curba	12,954	0	8¼						
Wunnurg Kulkyparah	12,466	2	9						
Kalkynayr	12,445	6	6						
Kolekathynayr	10,549	9	2						
Korungeloor	7,117	9	14½						
Suluye	7,567	6	14						
Turthgunayr	13,584	2	6						
Hadnallekdush	13,916	7	0						
Kurumputa	6,700	0	0						
Turlatta	10,394	5	15						
Kowalparah	8,328	8	9½						
Talooka Eoweynayr, 2 Talookas.				1,16,025	9	4¼			
Curba	11,480	3	4¼						
Kullaye	4,470	4	3¼						
Talooka Cherkul, 5 Talookas.				15,900	7	7½			
Curba	21,173	0	6½						
Putton	19,499	3	2¾						
Runditsera	18,187	8	1						
Gowaye	12,176	0	10½						
Murraye	14,486	3	6						
Talookacote Angria, 3 Talookas.				80,472	5	10¾			
Kusba Kudroor	14,518	7	2¾						
Putchy	12,654	0	5						
Cootyary	12,828	5	3						
Talooka Kurupnayr, 3 Talookas.				40,001	2	10¾			
Kusba Kootupoor	18,777	5	9½						
Vergurah	13,192	3	15¾						
Carried forward....	31,969	9	9½	5,55,856	4	5½			

Talookas appertaining to Calicut (continued).

	Kanteroy Pagodas. F. C.	Kanteroy Pagodas. F. C.	Kanteroy Pagodas. F. C.
Brought forward.....	31,969 9 9¼	5,55,856 4 5½	
Kawul..	18,139 0 5¼		
		50,108 9 14¾	
Talooka Caniapoor, 1 Talooka..	.....	30,000 0 0	
Talooka Cochy, 14 Talookas.			
Toorshmerow..	10,000 0 0		
Mukutpoor..	10,000 0 0		
Cotcherry..	7,000 0 0		
Ainmagull..	6,000 0 0		
Tulpooly..	7,000 0 0		
Moloorkurra..	5,000 0 0		
Chaalkurra..	5,000 0 0		
Oiloornumaary	10,000 0 0		
Chittoor Tutmungul	20,000 0 0		
Alunggaar..	4,000 0 0		
Paroor..	4,000 0 0		
Kootmutnayr	4,000 0 0		
Shaadmungul	4,000 0 0		
Koticherry	4,000 0 0		
		1,00,000 0 0	
Profits on Black Pepper, Mint, and Duties on Timber, &c.			
Farm of the Timber Duties..	30,000 0 0		
Duties on Tobacco..	2,800 0 0		
Mint..	30,000 0 0		
Black Pepper, Cocoanuts, &c.	50,000 0 0		
		1,12,800 0 0	
			8,48,765 5 4¼
Talooka Palghautcherry.	.....	.....	88,000 0 0
Dindigul and Pulnaveerpuckshy, 2 Talookas.			
Dindigul..	.....	80,000 0 0	
Pulnaveerpuckshy	.....	10,000 0 0	
			90,000 0 0
Salem	.....	.....	24,000 0 0
Koork	.....	.....	8,000 0 0
Namkul..	.....	.....	16,000 0 0
Sunkagherry	.....	.....	40,000 0 0
Anuntgury..	.....	.....	18,000 0 0
Parmutty..	.....	.....	14,000 0 0
Vamloor..	.....	.....	16,000 0 0
Shadmungul	.....	.....	20,000 0 0
Bara Mahal, 9 Talookas.			
Bara Mahal	.....	64,000 0 0	
Caveripoor..	.....	8,000 0 0	
Coveriputtun	.....	10,000 0 0	
Veerbhudrudoorg	.....	8,000 0 0	
Roycotta..	.....	8,000 0 0	
Kangoondee	.....	6,000 0 0	
Darampoury	.....	8,000 0 0	
Pinnagur..	.....	10,000 0 0	
Tengrycottah	.....	12,000 0 0	
			1,34,000 0 0
Grand Total, Kanteroy Pagodas.....			13,16,765 5 4¼

The villages of the above-mentioned Talookas shall be relinquished, and retained on an investigation on the spot.

Dated in Camp, near Seringapatam, this 16*th day of March* 1792.

(A true copy.)

(Signed) G. F. CHERRY,

Persian Translator to the Governor General.

TURKEY.

THE

*CAPITULATIONS AND ARTICLES OF PEACE

BETWEEN

THE MAJESTY OF THE KING OF GREAT BRITAIN, FRANCE, AND IRELAND, &c.

AND

THE SULTAN OF THE OTTOMAN EMPIRE,

As they have been augmented and altered in the times of several Ambassadors

AND

Particularly as they have been renewed, augmented, and amplified,

AT THE CITY OF ADRIANOPLE,

In the month of January 1661-2,

BY HENEAGE, EARL OF WINCHELSEA,

Ambassador Extraordinary

FROM

†HIS MAJESTY;

And also as they have been since renewed in the month of September 1675,

with divers additional Articles and Privileges,

BY

SIR JOHN FINCH, Knight,

Ambassador in Ordinary

FROM HIS MAJESTY†

TO

SULTAN MAHOMED KHAN,

MOST PUISSANT PRINCE AND EMPEROR OF THE TURKS.

THE ARTICLES OF PEACE, &c.

"ACCORDING TO MY IMPERIAL COMMAND LET IT BE OBSERVED, "AND LET NO ACT BE PERMITTED CONTRARY HEREUNTO."—*Mahomet.*

The command of this Sublime and Lofty and Imperial Signature, preserved and exalted by Divine Providence, whose triumph and glory is renowned through all the world;

By the favour of the Nourisher of all things, and mercy and grace of the Merciful, I, that am the powerful Lord of Lords of the world, whose name is formidable upon earth, giver of all Crowns of the Universe, SULTAN

* This Treaty is printed from a manuscript copy authenticated under date the 25th June 1812, by Mr C. J. Rich, who at that time held the appointment of "Resident for Bagdad and Bussora."

† Charles the IInd, King of England.

MAHOMED KHAN, *son of* SULTAN IBRAHIM KHAN, *son of* SULTAN AHMED KHAN, *son of* SULTAN MAHOMED KHAN, *son of* SULTAN MOORAD KHAN, *son of* SULTAN SULEEM KHAN, *son of* SULTAN SOOLEMAN KHAN, *son of* SULTAN SULEEM KHAN;

To the glorious amongst the great PRINCES OF JESUS, *reverenced by the high* POTENTATES OF THE PEOPLE OF THE MESSIAH, *sole Director of the important affairs of the* NAZARENE NATION, *Lord of the limits of Decency and Honour, of Greatness and Fame,* CHARLES THE II., KING OF ENGLAND AND SCOTLAND, *that is, of* GREAT BRITAIN, FRANCE, AND IRELAND, *whose end and enterprizes may the Omnipotent God conclude with bliss and favour, with the illumination of His Holy Will:*

In times past, the QUEEN* *of the aforesaid Kingdoms sent divers of her esteemed Gentlemen and persons of quality, with Letters and Ships to this Imperial High Port (the refuge of the Princes of the World, and the retreat of the Kings of the whole Universe) in the happy times of famous memory of my Ancestors, now placed in Paradise, whose souls be replenished with Divine Mercy, which Gentlemen and Presents were gratefully accepted, making declaration and offering, in the name of the said* QUEEN, *an entire good Peace and pure Friendship, and demanding that their Subjects might have leave to come from* ENGLAND *into our Ports. Our said Ancestors, of happy memory, did then grant their Imperial License, and gave into the hands of the* ENGLISH NATION *divers Especial and Imperial Commands, to the end that they might safely and securely come and go into these Dominions, and in coming or returning, either by land or sea, in their way and passage, that they should of no man be molested or hindered. After which time, in the days of our grandfather,* SULTAN MAHOMED KHAN, *of famous memory, (unto whose soul be granted Divine absolution,) it being anew desired that the Subjects, Merchants, and their Interpreters might freely and securely come, merchandize, and negociate through all the parts of this Imperial Dominion, and that such Capitulations and other privileges and Imperial commands as had been granted unto the Nation of the Kings and Princes in Peace and Amity with this High Port, as* FRANCE, VENICE, POLAND, *and others, might also be granted to the Subjects of the said* QUEEN *and all others coming under the* ENGLISH BANNER; *In confirmation of which request, were given and confirmed, by our Ancestors, of famous memory, the Imperial Capitulations and Privileges succeeding, to say, It is commanded, &c.*

ARTICLE I.

Our ships may trade in all parts, &c.

That the said Nation and English Merchants, and any other Nation or Merchants which are or shall come under the English Banner and Protection, with their Ships, small and great, Merchandize, Faculties, and all other their Goods, may always pass safe in our

* Elizabeth.

seas, and freely, and in all security may come and go into any part of the Imperial limits of our Dominions, in such sort that neither any of the Nation, their Goods and Faculties, shall receive any hindrance or molestation from any person whatsoever.

ARTICLE II.*

Travel freely. The said Nation shall and may, in like manner, freely and securely come and go, by land, through all the Imperial limits of our Dominions, so that neither to their Persons, Beasts, Goods, or Faculties, shall any trouble or impediment be given, nor any injury be done unto them; but they shall always, at their own pleasures, safely and securely traffic in all parts of our Dominions.

ARTICLE III.

Ditto. And if it happen that any of the said Nation coming into our Dominions by land, or passing into any other country, shall be stayed or arrested by any of our Ministers, such person shall be set free and at liberty, and afterwards shall receive no hindrance in his journey.

ARTICLE IV.

All English Ships or Vessels, small or great, shall and may, at any time, safely and securely come and harbour in any of the Seas and Ports of our Dominions, and likewise may from thence depart at their pleasure, without detention or hindrance of any man.

ARTICLE V.

Distress of ships. And if it shall happen that any English Vessel, great or small, fall into any misfortune, danger of sea, or any other necessity, all the Vessels, as well Imperial as belonging to private men, that shall be near or present, as also all others that inhabit the seas, shall give them help and succour, and, being come into our ports or scales, they shall freely stay in them as long as they please, and for their money provide for them all necessaries and provisions, and may take water without the let or hindrance of any man.

Freedom to take provisions.

ARTICLE VI.

Cases of shipwreck. And if it shall happen that any of their Ships shall have suffered shipwreck, or been broken, or in distress, shall be cast upon any coast of our Dominions, in which case all Beglerbegs, Kadis, Governors, Ministers, and other our slaves shall give them all assistance, succour, and help; and whatsoever Goods and Faculties shall be saved or recovered in the said Ships shall be restored to the English; and if they shall be informed that any part of their Goods and Faculties shall be stolen or taken away, our said Ministers, with all diligence, shall make sufficient search and examination to find out and recover the Goods, and restore them to the English.

* This Article (II.) is omitted in the only printed edition of this Treaty in the possession of this Government, which was printed in England, and is stated to have been "Reprinted from a copy published by the Levant Company in 1820."

Article VII.

The English and their dependents to travel freely.

The English Merchants, Interpreters, Brokers, and all other subjects of that Nation, whether by sea or land, may freely and safely come and go in all the ports of our Dominions, or returning into their own country, all our Beglerbegs, Ministers, Governors, and other Officers, Captains by sea, of Ships, and others whomsoever, our slaves and subjects, we command that none of them do or shall lay hands upon their persons or faculties, or upon any pretence shall do them any hindrance or injury.

Article VIII.

One Englishman not to answer for the debt of another unless he be his surety by Hoojjut.

If any Englishman, either for his own debt or for suretyship, shall absent himself, or make his escape away, or shall be bankrupt, the creditor shall only pretend his debt upon his own debtor, and not of any other English; and if the creditor have not authentic Hoojjut or bill of suretyship, made by an Englishman, he shall not pretend his debt of any other Englishman.

Article IX.

In all businesses nothing of force without Hoojjut.

In all causes, businesses, and occasions which shall occur between the said Nation, their Merchants, Interpreters, and Brokers or Servants, and any other whatsoever, that is to say, in selling or buying, in paying or receiving, in giving or taking security or pledge, debt or credit, and all other such things which appertain to the Ministers of the Law and Justice, they may always (if they please) on such occasions go to the Kadi, who is the Judge of the Law, and there make a Hoojjut, or public authentic act, with witness, and register the same, and take a copy of the same to keep by them, to the end that if in the future any difference or pretence shall arise between the said parties, they may both have recourse to the said Hoojjut and act; and when the pretence shall be conformable to the tenor of the Hoojjut registered, then it shall be accordingly thereunto observed; and if the plaintiff hath not in his hands any such authentic Hoojjut, but only bringeth partial witnesses, which make cavils or pretences, our Ministers shall not give ear to them, but observe the written authentic Hoojjut.

Article X.

No plea to be made against an Englishman without knowledge of the Ambassador, or Consul.

And if any one within our Dominions shall accuse any Englishman to have done him wrong, and shall therefore raise any pretence upon him by violent or partial witnesses, our Ministers shall not give ear unto them, nor accept them, but the cause shall be adverted to the Ambassador or Consul-Resident of the English Nation, to the end that the business may be decided with his knowledge, and in his presence, that the English may always have recourse to their defence and protection.

ARTICLE XI.

No Englishman to be molested for another without pledge.

If any Englishman having committed an offence shall make his escape, or absent himself, no other Englishman, not being pledge, shall be taken or molested for him.

ARTICLE XII.

Englishmen not to be slaves.

All Englishmen or subjects of England which shall be found slaves in our State, or shall be demanded by the Ambassador or Consul, the case shall be duly examined, and such persons as are found truly to be subjects of England shall be set free, and delivered to the Ambassador or Consul.

ARTICLE XIII.

No Haruch demanded.

All Englishmen, and all other subjects of the Crown of England, which shall dwell or reside in our Dominions, whether they be married or single, may buy, sell, and traffic, and of them shall no Haruch or head-money be demanded.

ARTICLE XIV.*

The Ambassadors power to constitute Consuls.

The English Ambassador, Resident in Aleppo, Alexandria, Tripoli of Syria, or Tunis, Algiers, Tripoli of Barbary, in Smyrna, the ports of Cairo, or any other parts of our Dominions, may, at their pleasure, establish their Consuls, and in like manner remove them, or change, and appoint others in their places, and none of our Ministers shall oppose or refuse to accept them.

ARTICLE XV.

No process without an interpreter.

In all causes concerning Law and Justice between the English Nation and any other, in the absence of their Interpreters, the Judges, nor any other of our Ministers, shall not proceed to give Sentence.

ARTICLE XVI.

The Turks not to meddle in differences between the English.

If there happen any controversy among themselves, the decision thereof shall be wholly left to their own Ambassador or Consul, according to their own Right and Laws, and with no such causes our Ministers shall intermeddle.

ARTICLE XVII.

Our ships not to be detained at sea by the Turks' Armada.

Our Armada of Galleys, Ships, or any other Vessels of our Empire, which at sea meet or find any English Ships, they shall not do them, nor suffer to be done to them, the least injury or trouble, nor shall they stay them, demand, pretend, or take any thing from them, but shall salute and show good and mutual friendship the one to the other, without offence.

* In the edition of this Treaty alluded to in the Note at the foot of page 816, this Article (XIV.) runs as follows: "That the English Ambassadors shall and may, at their pleasure, establish Consuls in the ports of Aleppo, Alexandria, Tripoli, Barbary, Tunis, Tripoli of Syria, and Barbary, Scio, Smirna, and Egypt, and in like manner remove them, and appoint others in their stead, without any one opposing them."

Article XVIII.

All privileges granted to other nations granted also to the English.

After those particular privileges and capitulations which in former times have been granted to the French, Venetians, or any other Christian Nation, whose King is in peace and friendship with this Port, in like manner the same were granted and given to the said English Nation, to the end that in time to come the tenor of these our Imperial capitulations may be always observed by all men, and that none may, in any manner, upon any pretence, presume to contradict or violate it.

Article XIX.

Against Turkish pirates.

If the Pirates or servants who infest the seas with their Frigates shall be found to have taken any English Vessel, or to have robbed or spoiled their Goods and Faculties; also, if it shall be found that in any of our Dominions any shall have violently taken Goods of any Englishman, our Ministers shall with all diligence seek out such offenders, and severely punish them, and cause that all such Goods, Ships, Moneys, and whatsoever hath been taken away from the English Nation, shall be presently, justly, and absolutely restored to them.

Article XX.

All our Beglerbegs, Begs, Captains, Masters of Imperial Ships, and other private Judges, Governors, Customers, Farmers, and our Ministers, Subjects, and Slaves, shall always obey and keep the tenor of these our sworn Capitulations, and shall with all observance respect the Friendship and good Correspondence established on both parties, every one in particular taking especial care not to commit any act contrary thereunto; And as long as the said Queen* of England, according to this present Agreement of sincere Friendship, and good Correspondence, shall show herself and remain with us in Peace, Friendship,and League, firm, constant, and sincere, we do promise also on our parts reciprocally that this Peace, Friendship, Articles, Capitulations, and Correspondence, in the fore-written form, shall be for ever of us maintained, observed, and respected, and of no man any part thereof shall be contradicted, or infringed; All which above-mentioned Articles of Peace and Friendship were Concluded, Signed, and an Imperial Capitulation Granted and Confirmed, by our Ancestors of happy memory.

Since which time HIS MAJESTY OF ENGLAND,† JAMES, *deceased, in the time of Our Grandfather of happy memory,* SULTAN AHMED KHAN, *having sent unto our Imperial Throne, His Ambassadors, Letters, and Presents, which were most acceptable, and desired that the already contracted Peace and Friendship, and good Correspondence made*

* Elizabeth.

† James the First,

with Our Grandfather, and the Capitulations, Articles, and Privileges above mentioned, should be again Ratified, and the said Peace and Friendship Renewed; Farther, requesting that certain Articles very necessary should to the same Capitulations be added, the desire of His Majesty, being declared in the Imperial Presence of Our said Grandfather, SULTAN AHMED KHAN, *was presently granted; And he gave express Command, and Order, that the said Peace and Friendship should be renewed and fortified; and the ancient Capitulations and Privileges confirmed; and that the new desired Articles should be inserted, and added to the Imperial Capitulations; Granting farther to the English Nation all those Articles and further Privileges which were given and written in any Capitulations with other Nations, Potentates, or Kings in Peace and Amity with this Imperial Port. And by this Imperial Command he gave order that these his Imperial Commands should be obeyed of all men, and the tenor of them duly observed. The Articles which then were granted and added to the Capitulations were these following:—*

ARTICLE XXI.

No Custom to be taken on monies.

None to force change of monies.

That our Ministers shall not demand or take of the said English Nation any Custom or other Duties of all the Dollars and *Chequeens they, or any under their Banner, shall bring in or transport from place to place, or carry out of our Dominions; and that neither Beglerbegs, Kadis, Treasurers, Mint Masters, or others shall take and demand either Dollars or *Chequeens from the said Nation, to change them into small Aspers; nor shall give or do them any violence or trouble thereupon.

ARTICLE XXII.

The English Nation, and all those that come under their Banner, their Vessels, small and great, shall and may navigate, traffic, buy, sell, and abide in all parts

No ammunition to be carried in our ships.

of our Dominions, and, except Arms, Gunpowder, and other such prohibited Commodities, they may load and carry away in their Ships, whatsoever of our Merchandizes at their own pleasure, without the impeachment or trouble of any man; and their Ships and Vessels may come safely and securely to anchor at all times, and traffic at all times in every part

Provisions may be bought for our ships.

of our Dominions, and with their money buy victuals and all other things, without any contradiction, or hindrance of any man.

* Sequins.

ARTICLE XXIII.

No process to be made without presence of the Ambassador, &c.

And if any difference shall happen with any of the said English Nation by suit in Law, or any other controversy, the Kadis or any other Ministers of our Justice shall not hear nor decide the cause until the Ambassador, Consul, or Dragoman of the said Nation shall be present.

ARTICLE XXIV.

Suit of Law above 4,000 Aspers to be heard above.

All differences or suits of Law depending with the said Nation, which shall exceed the value of 4,000 Aspers, shall always be heard and decided at our Imperial Port.

ARTICLE XXV.

No Consul to be imprisoned nor dismissed, &c.

The English Nation's Consul or Resident in any Port of our Dominions, being established by the Ambassador Resident for the English Nation, our Ministers shall have no power to imprison them, or examine or seal up their houses, nor to dismiss or displace them from their charge and office; but in case of any difference or suit with the Consul, there shall be made a certificate to the Imperial Port, to the end that the Ambassador may protect and answer for them.

ARTICLE XXVI.

The goods of Englishmen dying not to escheat, &c.

When any Englishman or other under their Banner shall die in our Dominions, with their Goods, or Faculties, or anything that belong unto them, our Escheators, Kadis, or other Ministers, upon pretence they are goods of the dead without any owner, shall not meddle, take, or seize any part thereof, but they shall always be consigned and remaining to such other English as the deceased shall by his testament assign, and if he died intestate, then the English Consul shall take and receive his Faculties and Goods, &c.; if there be no Consul, the English Resident there shall take the possession; and in case there be neither Consul nor English, the said Goods and Faculties whatsoever shall be received into the custody of the Kadi of that place, and, having advised the English Ambassador thereof, the said Kadi shall resign all the Goods unto such persons as the Ambassador shall send with commission to receive them.

ARTICLE XXVII.

All these Privileges and other Liberties granted to the English Nation and those who come under their protection, by divers Imperial Commands, whether before or after the date of these Imperial Capitulations, shall be always obeyed and observed, and shall always be understood and interpreted in favour of the English Nation, according to the tenor and true contents thereof.

ARTICLE XXVIII.*

In cases of death the Kadi not to meddle.

Neither the Officer called the Kassam, or gatherer of the Kadi's duties in case of death, nor the Kadi, shall pre-

* Vide Note at page 816, which is also applicable to this Article (XXVIII.).

tend or take of the said English Nation any kind of tenths, or *Kasmets*, or fee of division.

ARTICLE XXIX.

No Janizary, &c. to be imposed on us without our consent.

The Ambassador of the King of England, or Consul residing in our Dominions, shall and may take into their service any Janizary or Interpreter at their own charge and choice, and no Janizary nor other our slaves shall put themselves or intermeddle with their service against their liking or consent.

ARTICLE XXX.

For making wine.

The Ambassador of His Majesty of England, and Consul, and the English Nation residing in our Empire, for the use of their own persons and families, making Must or Wine in their own houses, none of our Ministers, Kadis, or Janizaries shall molest or hinder them, or demand any Duties or money, or do them any violence or impediment.

ARTICLE XXXI.

Customs paid in one Port are not to be demanded in another.

In the Port of Constantinople, Aleppo, Alexandria, Scio, Smyrna, and in other parts of our Dominions, the English Merchants having paid the Custom of their Merchandize, according to the tenor of Imperial Capitulations, no man shall molest or trouble, or take from them anything more; and whatsoever Merchandize shall be loaden upon their Ships, and brought into our Dominions, and landed at any scale, they being desirous to lade it again, and to transport it to any other Scale or Port, the same Goods arriving in the second place and scale, and being there unladen, neither the Customer nor Farmers, nor any other our Officers, shall pretend or take again any Customs or Gabels of the said Merchandize, that the said Nation may always freely and securely trade and follow their business.

ARTICLE XXXII.

No Hassapie Duties.

Neither of the English Nation, nor of any trading under their Banner, there shall not be demanded nor gathered one Asper, nor any money in the name of Imposition, Hassapie, or Compositions, for flesh for the Janizaries.

ARTICLE XXXIII.

There having been in times past a difference between the Ambassador of the Queen of England and the French Ambassador, both resident in our Port, about the Merchants of the Dutch Nation, both which Ambassadors sent their Petitions to our Imperial Stirrup, and made request that the said Dutch Merchants, coming into our Dominions, should pass under their Banner, which request of both Ambassadors was granted under our Imperial Seal; notwithstanding, Sinan Bassa, the son of Cigala, Captain of the Sea, now deceased, as Admiral, and practised in maritime cases, having advised the Imperial Majesty that it was fit and convenient that the Dutch Nation should be assigned to the

protection of the Ambassador of England, and that it should be so written in their Capitulation, which opinion being by all the Viziers approved, by express order and Imperial Authority it was commanded that the Dutch Merchants of the Provinces of Holland, Zealand, Freezeland, and Gelderland, that is, the Merchants of those four Provinces trading in our Dominions, shall always come under the Banner of the Queen of England, as all other English do. And that of all the Goods and Merchandize which they shall or do import or export to and from our Dominions in their Vessels, they shall pay the Duties of Consulage and all other Duties to the Ambassador or Consul of the Queen of England, and that never hereafter the French Ambassador or Consul shall insinuate or intermeddle therein; and accordingly, it was commanded that for the time to come it should be ruled and observed according to this present Capitulation.

After which there being arrived another AMBASSADOR *at this* HIGH PORT, *sent from the* KING OF ENGLAND, *with Letters and Presents, which were most acceptable, the said* AMBASSADOR *did make request that certain other necessary Articles should be added and written in the* IMPERIAL CAPITULATIONS, *of which the first was: As in times past, in the days of one of our Forefathers of famous memory,* SULTAN SOLIMAN KHAN, *there was granted a certain Capitulation and Privilege, that the* MERCHANTS OF THE SPANISH NATION, PORTUGAL, ANCONA, SEVILLE, FLORENCE, CATALONIA, *and all sorts of* DUTCHMEN *and other Merchant strangers, might safely and securely go and come through all the places of our Dominions, and trade and traffic, granting unto them, moreover, that in any part of our Empire they might establish their Consuls; but it being that every Nation apart was not able to defray the charge and maintenance of a Consul, it was then left to their will and choice to come under the Banner of such Ambassador or Consul as should best like them, provided that it were an Ambassador, or Consul, of a King in Peace and Amity with our High Port; upon which Grant and other Privileges given them, there were often granted divers Imperial Commands and Constitutions, being so desired by Merchant strangers, who of their own will elected to trade under the Banner and protection of the* AMBASSADOR *and* CONSUL OF THE KING

OF ENGLAND, *and whilst in all Scales and Ports in these parts, they had refuge to the Banner and protection of the* ENGLISH CONSULS, *it seemeth that the* FRENCH AMBASSADOR, *by some means having anew gotten into their* CAPITULATIONS *that the said Merchant strangers should come under their Banner, did endeavour to force them in all Scales to their protection, for which cause the controversy was again renewed, and referred to our* DIVAN OR GREAT COUNCIL, *which, after a due examination and a new election permitted to the will and choice of the said Merchants, they again did desire to be under the protection of the* AMBASSADOR OF THE KING OF ENGLAND; *notwithstanding it being made known to the* IMPERIAL PORT *that as yet the* FRENCH AMBASSADOR *did not desire to molest the said Merchants, nor to force them under his protection, the first Article written in the* FRENCH CAPITULATIONS, *that the Merchant strangers should come under their protection, was by the* IMPERIAL COMMAND *made void and annulled. And to the end that according to the ancient custom of the said Merchant strangers, they should always come under the Banner and protection of the* AMBASSADOR *or* CONSULS OF ENGLAND, *and that never hereafter they should be vexed or troubled by the* FRENCH AMBASSADOR *in this point, the said* AMBASSADORS OF HIS MAJESTY OF ENGLAND *having desired that this particular should be written and enrolled in this* NEW IMPERIAL CAPITULATION, *this present Article was accordingly inserted, and by the* IMPERIAL AUTHORITY *it is commanded that for ever in time to come Merchants of the said Princes in the mentioned form, and according to this Imperial Command in their Hand, shall always be under the Banner and protection of the* AMBASSADOR AND CONSULS OF ENGLAND.

All strangers to come under the English protection.

Article XXXIV.

No Imperial Command contrary to these Articles to be granted.

There shall never be permitted or granted any Imperial Commands contrary to the tenor and Articles of this Imperial Command or Capitulation, nor in prejudice of this our Peace and Amity,

but in such occasion the cause shall first be certified to the Ambassador of England residing at the Port, to the end that he may answer and object to any scandalous action or other pretence which might infringe the Peace and League.

ARTICLE XXXV.

For enforcing Consulage.

The English Merchants, of all the Merchandize which they shall bring or transport in their ships, having paid the Custom, they shall also pay the right of Consulage to the English Ambassador or Consul.

ARTICLE XXXVI.

Permission to trade in all parts of the Turkish Dominions.

The English Merchants, and all under their Banner, shall and may, safely throughout our Dominions, trade, buy, and sell (except only commodities prohibited) all sorts of Merchandize, likewise either by land or sea they may go and traffic, or by the River Tanais in Moscovia, or by Russia, and from thence may bring their Merchandize into our Empire; also to and from Persia they may go and trade, and through all that part newly by us conquered, and through those confines, without the impediment or molestation of any of our Ministers; and they shall pay the Custom and other Duties of that country, and nothing more.

ARTICLE XXXVII.

Three per cent Custom.

The English Merchants and all under their Banner shall and may safely trade and negociate in Aleppo, Cairo, Scio, Smyrna, and in all parts of our Dominions, and according to our ancient customs of all their Merchandize they shall pay three in the hundred for Custom, and nothing more.

ARTICLE XXXVIII.

Vessels forced by Weather.

The English Ships which shall come to this our City of Constantinople, if by fortune of seas or ill weather they shall be forced to Caffa, or to such like Port, as long as the English will not unlade and sell their own Merchandize and Goods, no man shall enforce them, nor give them any trouble or annoyance; but in all places of danger the Kadis, or other of our Ministers, shall always protect and defend the said English Ships, Men, and the Goods, that no damage may come unto them, and with their money may buy victuals and other necessaries, and desiring also with their money to hire carts or vessels, which before were not hired by any other, to transport their goods from place to place, no man shall do them any hindrance or trouble whatsoever.

ARTICLE XXXIX.

Goods not landed to pay no Custom.

The English Nation, of all the Merchandize which in their Ships shall be brought to Constantinople or to any other Port of our Dominions, which they shall not desire of their own accord to land or sell, of such Goods there shall not be demanded or taken any Custom at arrival at any Port; and, having landed their Merchandize, and paid

their Customs and other Duties, they may quietly and safely depart, without the molestation of any man.

ARTICLE XL.

Idem. In regard English Ships coming into our Dominions do use oftentimes to touch in some Ports of Africa, and there take in pilgrims and Mahomedan passengers, to transport them to Alexandria, and arriving at that Port it seemeth that the Customers and other Officers do pretend to take Custom of all Goods which are found in their Ships before the Merchants are willing to land any; by occasion of molestation they have forborne to transport any pilgrims; and in like manner their Ships which come to Constantinople, and carry divers Merchandize, to transport part thereof to other places, the Customers and Farmers would enforce to land and pretend to take Custom thereof; wherefore we do command that all the English Ships which with their Merchandize shall come into this Port of Constantinople, Alexandria, Tripoli of Syria, Scanderoon, or into any Port whatsoever of our Empire, according to use, they shall pay only Custom of such Goods which with their own will they shall design to sell, and such other Merchandize as they discharge not from their Ships willingly, our Customer shall not demand nor take Custom nor other Duties, but they may transport them whithersoever they please.

ARTICLE XLI.

Matters of Manslaughter. And if it shall happen that any of the said English Nation, or any under their Banner, shall commit manslaughter, bloodshed, or any other like offence, or that there shall happen any cause appertaining to the Law or Justice, until the Ambassador or Consul shall be present to examine the cause, the Judges nor other Ministers shall not decide nor give any Sentence, but such controversy shall always be declared in the presence of the Ambassador or Consul, or to the end that no man be judged or condemned contrary to the Law and the Capitulations.

ARTICLE XLII.

Foreigners' Consulage to be paid. Whereas it is written in the Imperial Capitulations that the Goods landed out of any English Ship which shall come into our Dominions, and pay Custom, ought also to pay the Duty of Consulage to the English Ambassador or Consul, it seemeth that divers Mahomedan Merchants, Sciots, and other Merchants in Peace and Amity with this Imperial Port, and other Merchant strangers, do deny and refuse to pay the right of Consulage; wherefore it is commanded that all the Merchandize which shall be laden upon their Ships and have paid Custom, be they Goods of whomsoever, according to ancient Imperial Capitulations, they shall pay the right of Consulage to the Ambassador or Consul of England without any contradiction.

ARTICLE XLIII.

Silk to pay the Custom as Venetians and French. That the English Merchants which trade at Aleppo, and those under their Banner, of all the Silk which they shall

buy and load upon their Ships, shall pay the Custom and other Duties as the French and Venetian Merchants do pay, and not one asper or farthing more.

Article XLIV.

Interpreters to have license to speak the sense of the Ambassador or Consul.

As the Ambassadors of the King of England which shall be resident in this Imperial Court are the Representatives and Commissioners of the Person of His Majesty, so the Interpreters are to be esteemed the Commissioners of the Ambassador, therefore for such matter as the Interpreters shall translate or speak in the name or by the order of the Ambassador, it being found that that which they have translated be according to the will and order of the Ambassador or Consul, they shall be always free from any imputation or punishment; and in case they shall commit any offence, our Ministers shall not put any of the said Interpreters in prison, nor beat them without knowledge of the Ambassador or Consul. In case any of the English Interpreters shall die, if he be an Englishman, all his Goods or Faculties shall be possessed by the Ambassador or Consul of England, but if he shall be a subject of our Dominion, they shall be consigned to his next heir, and having no heir they shall be taken into our Exchequer; and as in this particular, so also in all other, the above-mentioned articles and privileges granted by our Forefathers of happy memory, it is expressly commanded and ordained that all our slaves shall ever obey and observe this Imperial Capitulation, and that the Peace and Amity shall be respected and maintained without any violation whatsoever.

Dragoman dying, &c.

Article XLV.

Since which time of our Forefathers of famous memory, and the grant of these above-mentioned Capitulations, Articles, and Establishment of Peace and Amity, the said King of England, having in the time of our Grandfather of happy memory, Sultan Mahomed Khan, sent one, his well-desired Ambassador, a Person of Quality, to this High Port, to confirm this Peace, Articles, and Capitulations, which Ambassador did declare that oftentimes there were to divers persons Imperial Commands granted, surreptitiously procured, contrary to the tenor and Articles of the Imperial Capitulations, which, being without our knowledge presented to our Judges and Governors, and the dates of such Commands being more fresh than those of our Imperial Capitulations, the Judges and Ministers do put in execution the private Commands, prejudicial and contrary to these Imperial; to the end, therefore, that for the time to come such Commands shall not be accepted of any, but that the Imperial Capitulations might be always observed and maintained according to the sincere meaning, the said Ambassador, demonstrating the sincerity of His Majesty, and his request herein to our Imperial knowledge, which was most acceptable, in conformity thereunto, it was expressly ordered that all such Commands which already have been or shall hereafter be granted, which are or shall be repugnant to the

No Command valid against the Capitulations.

tenor of this Imperial Capitulation, whatever such Commands shall be, when presented before our Kadis or other Ministers, should never be accepted or put into execution, but that always the tenor of the Imperial Capitulations shall be observed; and whosoever shall present such Commands contrary to the Capitulations, they shall be taken from him, and in no wise be of any force or validity. In which time also, on the part of our said Grandfather, all the above-written Privileges, Articles, and Capitulations were accepted and ratified, and the Peace, Amity, and good Correspondence anciently contracted was anew of him confirmed and established.

Such Commands to be taken away.

Article XLVI.

In the time of the inauguration of Sultan Oothman Khan in the Imperial and High Throne, the King of England did again send a famous and noble Gentleman, his Ambassador, with Letters and Presents, which were most acceptable; and the said Ambassador desiring in the name of His King and Lord that the ancient Capitulation, Articles, and Contracts granted in the day of our forefathers, should be of him renewed and confirmed, and the ancient Peace and Amity anew fortified and established, which his request was to the said Sultan Oothman most acceptable, and the ancient Capitulation, Articles, and Privileges, herein written and confirmed, and the long since contracted Peace and Amity by him promised and accepted.

Article XLVII.

After whom, in like manner, in the days of Sultan Oothman Khan, the King of England having again sent unto this High Port his Ambassador the Excellent and Hon'ble Sir Thomas Roe, Knight, with his letters and presents, which were most acceptable, and proffering in the name of the King, his Lord, all good terms of Friendship and good Correspondence, and desiring that the ancient Capitulations and all the Articles from his ancestors and from himself formerly granted to the English Nation might be anew confirmed, and the Peace and League long since between both parties contracted and ratified, and that some other Articles very necessary might be added to the Imperial Capitulations, and divers others already granted might be renewed, amended, and in a better form explained, which his request and demand was very acceptable unto him, and in conformity thereunto the ancient and Imperial Capitulations and all the Articles and other Privileges in them often confirmed, and the Peace, Amity, and good Correspondence contracted in the times of his Ancestors, Grandfather, and Father, and Himself, confirmed, were again by Sultan Oothman then ratified, established, promised, and accepted; Whereupon by him there was express command given that for the time to come the tenor of his renewed Capitulations should be of every one observed, and that all men should be careful and respectful to the said Peace and Friendship established and contracted on both parts, and that no man should presume to violate or to do any act contrary thereunto; which Ambassador

did often declare that the Kadis and other of our Ministers, in many places and provinces, contrary to the Imperial Capitulations and will of the Imperial Majesty, have imposed and laid divers taxes, burdens, and moneys upon the said English Nation and those under their Banner, for which cause, as it is above declared, it being found necessary to make additions of some new Articles in the said Imperial Capitulation, of which the said Ambassador made declaration in writing, and presented the same to the Imperial presence, the said Sultan Oothman Khan, with his Imperial Hand and Seal, did presently give express Order and Command that in the time to come all those Articles and Privileges which were already in the Imperial Capitulation, and those Articles which now are therein by our Order newly added, shall be of all our subjects and slaves duly obeyed and observed, according to the sincere meaning of these our Imperial Capitulations.

Article XLVIII.

Against the Pirates of Barbary.

Inasmuch as it is publicly known that certain Pirates of Tunis and Algiers, contrary to our Imperial Capitulations, mind, and will, do take and rob in the seas the Ships, Merchandize, and Men, subjects to His Majesty of England, and of other Kings and States in league with this our Imperial Port, to the great damage and injury of the said English Nation; We do command, and by these presents we do ordain, that several Imperial Commands be given for the entire restitution of all Goods and Merchandize to the English Nation so taken away, and that all such English as have been taken and made Slaves, or imprisoned by the said Pirates, shall be immediately set free; And after the date of these our Imperial Capitulations, if it shall be known that the said Pirates of Tunis and Algiers shall rob them again, and shall use and continue their outrages, and will not restore their Goods and Men, we do Command that the said Pirates be not received into any Port of our Dominions, especially into the Scales of Tunis, Algiers, Modon, or Coron. Our Beglerbegs and other Ministers shall not suffer them to enter, nor harbour nor receive them, but the Beglerbegs, Kadis, or other Ministers shall prosecute, banish, and punish them.

Article XLIX.

Being informed that in our Dominions many of our Customers and other Officers in Aleppo, contrary to the Imperial Capitulations, under colour of taking Custom and *Rest* upon Silk of the English Merchants, have violently taken from the said Merchants a great sum of money; and whereas in the Imperial Capitulations it is written, that for Silk which the English shall buy in Aleppo, they shall pay as the French and Venetian Merchants do, and no more, notwithstanding the said Customers, besides the two and half per cent. for Custom and *Rest*, have taken from that Nation a great sum of money lately, under the name of *Rest*; Wherefore we Command that this business shall be examined, and that the said money be restored back, and for the time

No Rest to be taken.

to come the ancient Custom may be kept, and that this Nation shall only pay as the French and Venetians do, and that never be taken one *Asper* by name of such imposition.

ARTICLE L.

The discharge of one Customer a sufficient acquittance against him that succeeds.

Whereas the English Merchants resident in Galata ordinarily buy divers Goods and Merchandize before they can lade or send them away upon their Ships, and do pay unto the Customers the Custom of the said Goods, receiving a bill or acquittance to have paid the same, and after carry the same Merchandize to their own warehouses; in the mean time, before they can load and send away the said Goods, it happens that either the Customer dies, or is removed from his charge, and the new Customers will not accept of the said acquittances, but pretend another Custom, troubling and molesting them many ways; Wherefore we Command that of all the Merchandize which they shall buy, it appearing really that he hath paid once his Custom, the Customer shall accept of the said acquittances, and shall not demand of the Merchant a second Custom.

ARTICLE LI.

It being usual to buy in Angora, Camblets, Mohario Silks, and other sorts of Merchandize, which they transport to Constantinople and other places of our Dominions, and pay their Customs, taking acquittances for the same, and to put the Goods in their own warehouses, and after being desirous to ship them away, the Customers do demand again the Custom; Therefore, for the time to come, when the said Merchants shall desire to lade such Goods, and if it be true that they have already paid their Custom of such Merchandize, they shall not demand any second or new Customs, provided that the said Merchants do not mingle their Goods which have not paid Custom with those which have already paid Custom.

No Custom to be paid twice.

ARTICLE LII.

The English Merchants, of all the Merchandize which they shall bring into our Dominions, and of the Merchandize which they carry out of our Dominions, as Silks, Camblets, and other Goods, having paid the Custom, and not sold the Goods unto another, and being afterwards under the necessity to ship it away for Scio, Smyrna, or any other Scale, and the said Goods there arriving, the Customers and Officers shall always accept of their acquittances which they have in their hands, and shall not take other Custom of their Merchandize.

ARTICLE LIII.

The English Merchants, of all the commodities which they shall bring to Constantinople or to any other Port of our Dominions, and of all such as they shall transport, the Mestariagi of Galata and Constantinople shall take their Mestaria or Brokerage according to the ancient Canon and usance, that is of such Merchandize as of old custom was

Mestaria shall be paid at Galata.

wont to pay it, of such they shall only take Mestaria, but of such Merchandize as was not anciently accustomed to pay it, shall not be taken Mestaria, contrary to the ancient canon; further, upon the English Merchandize there shall not be made or laid any impositions or other Duties, nor from the said Nation shall not be taken one Asper more which shall be contrary to the ancient canon and accustomed usance.

No Duties to be raised above the accustomed usance.

Article LIV.

The English Nation shall and may freely come into all the Ports of our Dominions to negotiate and bring in Cloth, Kersey, Spice, Tin, Lead, and all other Merchandize, and no man shall do them any hindrance or molestation. In like manner, except only Goods prohibited, they shall and may buy and export all sorts of Merchandize, without the prohibition or molestation of any man; and the Customers and the other Officers, the said Nation having paid their Custom according to this Imperial Capitulation and the ancient use, shall not demand of them anything more. In the time of the happy memory of my Uncle, Sultan Moorad Khan, the King of England sent his Ambassador, Sir Sackville Crow, Baronet, with his Presents and Letter, which was received in good part; and the time of his Embassy being expired, Sir Thomas Bendish arrived to reside at the Port with his Presents, and courteous Letter, the which was in the manner well accepted; and the said Ambassador having tendered the Imperial Capitulations formerly granted, that according to the ancient canon they might be renewed, it is hereby again commanded that all the points and particular Articles therein be observed and maintained.

Article LV.

No Goods to be forced violently out of the Ships.

And because contrary to the sense and tenor of them, the Ships of the English Merchants before they arrive at the Scale, several Officers did go upon them and violently force out of the Ships the Goods of the Merchants, taking away the choice of them, without agreeing for the price, or making any account with the owners.

Article LVI.

Abuses to be redressed in Customs.

And furthermore the said Merchants having once paid the Custom for their Goods at the Custom House, and being desirous to transport the same Goods into another Scale, the Customer did hinder and detain them until he received another second Custom for them.

Article LVII.

In hearing of Law Suits.

And whereas in the Imperial Capitulations it is expressed that in all the differences and suits with the English Nation, our Magistrates are not to hear nor decide the cause unless their Ambassador be there present, of late our Judges, without the knowledge of their Ambassador, have condemned, imprisoned, and taken Presents from the English Nation, which is a great wrong done to them.

Article LVIII.

No Customs upon Money.

Also whereas in the Imperial Capitulations it is ordered that the Customers shall not take any Custom for such Gold and Dollars as by the English Nation shall be brought in or carried out of our Imperial Dominions, and that the Merchants are to give only three per cent. for the Custom of their Goods and no more, the Customers, notwithstanding, do pretend to take Custom for their Chequeens and Dollars, and to take more Custom than their due for their raw Silks which they buy, and of the Goods which they land at Scanderoon to carry up to Aleppo, they demand six per cent., which unjust exactions have been heretofore rectified and redressed with an express Hattisheriff. But being now again informed that the said English Merchants are as before wronged, by reason that the Customers do value and estimate the Goods of the English Merchants more than they are worth, and though the Customers are to have but three per cent., yet on over valuation of the Goods they take from them six per cent., and the servants of the Custom House, under pretence of small Duties and expenses, wrongfully take great sums of money from them, and a greater number of waiters being put aboard the English Ships than heretofore have been used, the charges thereof are a great expense to the Merchants and Masters of Ships that sustain it. To all which we, being requested for a redress, do command, that when the Customers do set great values upon their Goods, the Merchant offering to them according to the rate of 3 per cent. in specie of the same Goods, the Customers shall not refuse but accept the same; and being desired by the English Ambassador that the above specified abuses and injustice should be rectified, we do command that contrary to the Imperial Capitulations the English Merchants be, neither in the foregoing particulars nor in any other manner, troubled, nor their privileges unjustly infringed.

Raw Silks.

A greater number of Guardians not to be put aboard our Ships than usual.

The AMBASSADOR *of the* KING* OF GREAT BRITAIN, SIR HENEAGE FINCH, Knight, Earl of Winchelsea, Viscount Maidstone, Baron Fitzherbert of Eastwell, Lord of the Royal Manor of Wye, and Lieutenant of the County of Kent and City of Canterbury, *whose end may it terminate with bliss, did arrive with his Presents, and with all sincerity and affection, was accompanied with Letters amply expressing in good Friendship and Correspondence; and the above said Ambassador hath presented the Capitulations, that they might be renewed according to the Canon, and that some Articles of great consideration, which were before in the Capitulations, may be*

* Charles the IInd.

more punctually observed, the said Ambassador did desire that they might be again renewed, and more plainly expressed in the Imperial Capitulations. His request was graciously accepted, one of which points is this :—

ARTICLE LIX.

That the Galleys and other Vessels of the Imperial Fleet, departing the Dominions of the Grand Seignor, and meeting on the sea with the Ships of England, they shall in no wise give them molestation, nor detain them in their voyage, nor take from them anything whatsoever, but ought always to show to one another good friendship, without doing the least damage ; and it being thus declared in the Imperial Capitulations, Beys and Captains who sail upon the seas, and those of Algiers, Tunis, and Tripoli, meeting English Ships which sail from one Port to another, ought not to take from them any Money or Goods, upon pretence that their Ships transport enemies' goods, and thereupon search them, and with this colour molest and detain them from prosecution of their voyage, so that only at the mouth of the Castles and in the Ports where the searchers belonging to the Customs usually come aboard, their Goods shall be examined, but on the sea they shall be liable to no further search or inquisition.

The Pirates of Barbary not to search our Ships for strangers' Goods.

ARTICLE LX.

And contrary to the Articles of the Imperial Capitulations, the Goods of the English Nation ought to receive no molestation, having once paid the Custom; nor shall the Customers deny to give the *Teskere* or certificate that the Custom is paid for; Upon complaint hereof, we strictly command that the aforesaid Customers do not defer immediately upon demand, to give the *Teskere* or certificate.

Customs being paid the Customers not to deny the *Teskere*.

ARTICLE LXI.

And the Custom being once paid to any sort of Merchandize not sold in that Port, which is to be transported to another Scale, entire credit shall be given to the *Teskere*, and a second Custom shall not be so much as further pretended.

A second Custom not to be demanded.

ARTICLE LXII.

In Aleppo, Cairo, and other parts of the Imperial Dominions, the English Merchants and their servants may freely and frankly trade, and for all their Goods and Merchandize pay only three per cent. according to the former Custom and the Imperial Capitulations, whether the Goods be brought by sea or by land; and though the Customers and farmers upon the arrival of the Goods at the Scale, to give molestation and trouble to the English

All Goods in English ships, as well as those of the growth and manufacture of England, not to pay above three per cent. Custom.

Nation, pretend that the Goods of the growth and manufacture of England ought only to pay three per cent., but Goods brought from Venice and other places are obliged to pay more, and with this colour and pretence occasion suits and troubles to the English, wherefore, in this point let the Imperial Capitulations be observed as in former times, and our Officers ought in no wise to permit the contrary hereunto.

Article LXIII.

Without pledge or suretyship one Englishman not to answer for another.

An Englishman becoming indebted, or having made himself pledge for another who is either failed or run away, the debt ought to be demanded of the debtor, and if the Creditor have no Hoojut that such a one according to the Law hath made himself pledge and security, the debt shall not be demanded of the other, which article is already declared in the Capitulations.

Article LXIV.

Bill of Exchange not accepted cannot be enforced.

Whereas sometimes an Englishman living in a country to free himself from a debt, draws a Bill of Exchange upon another Englishman who has no effects of his in his hands, and the person to whom the money is payable, being a man of power and authority, brings his Bill, and, contrary to the Law and the Capitulations, demands and forces payment of the Bill; in which case the merchant accepting the Bill shall be obliged to satisfy it, but not accepting of it, he shall be liable to no further trouble.

Article LXV.

Dragoman free of all Angaria and the Cossam.

And the Interpreters of the Ambassador of England, being free by the Articles declared in the ancient Capitulations, of all Angaria or taxes, by virtue also of this present Article, when any of the said Interpreters die, their Goods or Estate shall not be subject to the Custom, but shall be divided amongst the creditors and heirs.

Article LXVI.

Ten of the Ambassador's servants free of Haraz.

And the King of England being a true friend to this our happy Port, to his Ambassador who resides here, ten servants, of what Nation soever, shall be allowed, free from Haraz or taxes, or molestation of any man.

Article LXVII.

The Estate of Principals in the hands of a renegado to be delivered to the Ambassador or Consul.

An Englishman turning Mahomedan, and having Goods or Estate in his hands belonging to his English Principals, those Goods or Estate shall be delivered into the hands of the Ambassador or Consul, that they may convey and make them good to the true owners.

The late AMBASSADOR *of the* *KING OF ENGLAND *who resided in our High Port, being dead,* SIR JOHN FINCH, KNIGHT, *a prudent man, and one of the Council of Foreign Trade, is appointed to succeed him in the charge of the Embassy, and notice being given to our Noble Presence that the said Ambassador was arrived with the Royal Letters, and the usual Presents, they were acceptable to us; and the aforesaid Ambassador, having made known to us that in the Capitulations already granted there were several expressions so full of ambiguity that they needed further explanation, and to this end having requested of us, in the behalf of the* KING *his Master, that the Capitulations might be renewed, and that such explanations and additional Articles as were necessary might be added to them, the request of the said Ambassador being made known to us, we have consented to it, and we do command, and be it commanded, that the additions desired be added to the former Capitulations, of which one is—*

ARTICLE I.

The *Nisani Sheriff*, (that is) the Imperial Command upon which was put the *Hattisheriff*, (that is) the hand of the Emperor Sultan Ibrahim Khan, (whose soul rest in glory), in the year 1053, which Command declares that anciently the English ships that came to Scanderoon did pay for every cloth of London for the Custom of Scanderoon forty paras, and for a piece of kersey six paras, and for every bundle of cony skins six paras, and for tin and lead for every quintal of Damascus or Cantaro, fifty-seven paras and a half for Custom, which Goods afterwards arriving in Aleppo, did pay for the Custom of Aleppo for every cloth of London eight paras, for a piece of kersey eight paras and one sixth, and for every bundle of cony-skins eight paras and one sixth, for tin and lead for every battman of Aleppo one para for Custom; and the said nation buying Goods, and transporting them for what they bought in Aleppo, and exported, did pay for raw cloth of linen, or chilis for Cordovans, for Horasani Hindi, for every bale of each two dollars and a half, and for every bale of cotton-yarn a dollar and a quarter, and for a bale of galls a quarter of a dollar, and for every bale of silk ten Oothmanee (of which fourteen make a dollar), for rhubarb and such like drugs three dollars for every hundred, according to the estimate of the chief in that art; the said Goods carried to Scanderoon, and there loaded upon their ships, did pay for raw linen cloth or chilis for Cordovans each a dollar and a half the bale, for the Custom of Scanderoon, for Horasani Hindi and cotton-yarn three quarters of a dollar the

* Charles the IInd.

bale, for a bale of galls one quarter of a dollar, for rhubarb and like drugs according to the esteem of druggists three quarters of a dollar the bale, and nothing more is to be or ought to be paid, according to the tenor of this sublime Command, and if the Tefterdar shall give any command contrary to this, let it not be obeyed, but be esteemed invalid, but let everything be observed conformably to this Imperial Command and Imperial Capitulations.

ARTICLE II.

The English Merchants for all Goods exported or imported paid 3 per cent. only, and never ought to pay an asper more, it being so specified in the Imperial Capitulations; but there having, in the Scales of Constantinople and Galata, arose contests and differences with the Customers concerning the Londras, or cloth brought from London, or other sorts of cloth of the English manufacture, they shall pay according to the accustomed and ancient canon, and as they have always hitherto paid, that is to say, of full aspers or short money, of which aspers eighty make a piece of eight, and seventy a Lion dollar, aspers one hundred and forty-four for every piece of cloth of English fabric, whether fine or coarse, and of whatsoever price; and the Customer shall not demand more nor ought to take more; but the cloth that comes from Holland and other countries, viz. Londrina, Serges, and Scarlets, and other sorts of cloth, not English fabric, shall pay for the future that which hitherto has been the accustomed Duty, and at the Scale of Smyrna shall be paid according to the ancient Custom and use of full aspers or short money, of which aspers eighty make a piece of eight, and seventy a Lion dollar, aspers one hundred and twenty for every piece of English cloth, whether fine or coarse, whether Londra or not, provided that it be of the fabric of England, and the Customer shall not demand nor ought to take one asper more, and let no innovation be made upon the Custom of the said cloths.

ARTICLE III.

The Capitulations being known, which command that the English having a controversy, the import of which is above four thousand aspers, that the cause shall be brought to the Pacha, and tried nowhere else; if at any time the Kadi or Ministers of any place which detain any Merchant, or hinder any Englishman that comes upon a Ship from prosecuting their voyage, by reason of any money imposed upon them, or pretended from them, if the Consul of the place will give security to answer the pretensions made before the Pacha, such persons shall be free, and at liberty to prosecute their voyage, and they that pretend anything of them, let them come to the Divan for to be judged, and let the Ambassador defend them from those that come to demand; but if the Consul will not be security, then let the Judge of the place give sentence.

ARTICLE IV.

In Constantinople, Scanderoon, Smyrna, and Cyprus, and all other Ports and Scales of my Empire, whatsoever English Ships shall arrive they shall pay

three hundred Aspers for anchorage or port charges, and there shall not, nor ought not to be taken or paid one Asper more.

ARTICLE V.

An Englishman coming with effects, and turning Moossulman, the Ambassador or Consul knowing that such effects do belong to other English Merchants, let all the money and other effects be taken out of the hand of such a Moossulman, and consigned to the Ambassador, to the end that he may transmit them to whom they do belong, that by this means no Goods of other man may remain in the hands of such a Moossulman, and let not this be hindered by the means of any Kadi or other Judges or Ministers.

ARTICLE VI.

Any of the aforesaid English Nation having Camblets, Mohairs, or Grogram Yarn in Angora or Begbazar, if they will export the said Goods from those places after having paid three per cent. for the Custom of such Goods they export, let them not be molested for *Ikraz Bateh*, that is for passage or exportation, and there neither shall nor ought to be taken upon the account of any such demand one Asper.

ARTICLE VII.

Any English Merchant being to receive from his debtor any sum of money, if the said debt be recovered by the means and help of an assistant or Chiaux, he that recovers the debt shall pay no more than what is paid to other Kadis, which is two Aspers only, and not one Asper more.

ARTICLE VIII.

There passing good Correspondence between us and the King of England, out of regard of this good Friendship, We do grant that two Ships' lading of Figs, Raisins, or Currants may be yearly exported for the use of His Majesty's Kitchen, if there be not a dearth and scarcity of such Fruit in the country, which we allow to be bought with their money that export them, at the Scale of Smyrna, Salonica, or any other Scale or Port of our Empire, paying three per cent. Custom, which being paid, no person shall give to them that lade them any molestation or hindrance.

ARTICLE IX.

It being represented to us that the English have been accustomed hitherto to pay no Custom nor Mezan for any Silk they bought in Smyrna, (that of Brussa and Constantinople excepted,) viz. for the Silk of Georgia, Persia, or Armenia, if really there is any such use and custom, and the thing is not of prejudice to the Empire, let there in Smyrna for the future be demanded neither Custom nor Mezan for the said Silk, but to the English Merchants let all kindness be used and shown. And the Ambassador having made instance to us that the foregoing Articles might be put into the Capitulations, his re-

quest is granted, and conformably to the former Imperial Sign and Capitulation, let now, in conformity of what was passed and of my Imperial Command, be renewed and granted this present Imperial Capitulation, which we command as long as Charles the Second, King of England (whose end may it terminate in happiness) maintains good Friendship and Correspondence with us, according to what has been maintained with our ancestors, and to which we, on our part, are not wanting with all tenderness entertaining this Friendship.

AND WE DO SWEAR AND PROMISE, BY HIM THAT HAS CREATED THE HEAVEN, AND THE EARTH, AND THE CREATURES; BY THE CREATOR, THE ONE GOD; WE DO PROMISE THAT NOTHING SHALL BE DONE CONTRARY TO THIS OUR IMPERIAL CAPITULATION, AND ACCORDINGLY EVERY ONE IS TO OBEY OUR IMPERIAL SIGN.

Given in the middle of the Moon Jumadee-ool-Akhur 1086, *in the Imperial City of Adrianople, being in the month of September* 1675.

(The Grand Seignor writes above with his own Hand, as follows :—)

"LET EVERYTHING BE OBSERVED IN CONFORMITY TO OUR IMPERIAL COMMAND, AND CONTRARY TO IT LET NOTHING BE DONE."

I, the underwritten British Cancelier at this Residence, do hereby CERTIFY *and* ATTEST *that the foregoing is a true copy of the printed Capitulations existing in this Cancellaria.*

(Signed) BENJAMIN BODDINGTON,
Cancelier.

Constantinople, 17th February 1812.

We, ISAAC MORIER, *Consul General from the King of Great Britain at the Sublime Ottoman Porte—*

CERTIFY *and* ATTEST *to whomsoever it doth, or may concern, that the abovewritten* MR. BENJAMIN BODDINGTON, *of good fame and reputation, to whose public writings, by him signed and attested, full faith and credit is and may be given, in Judgment Court and thereout—*

In witness whereof, we have hereunto set our Hand, and caused to be affixed the ROYAL SEAL *of this Mission in Constantinople, the Seventeenth day of February, One thousand Eight hundred and Twelve.*

(Signed) ISAAC MORIER,
Consul General.

Engagement dated the 13th December 1805, fixing the Tariff on Goods imported into, and exported from, Turkey, by Subjects of Great Britain.

Whereas in the Imperial Capitulations firmly subsisting between the Court of Great Britain and the Ottoman Porte, and more especially in the I*—XXXVI* and XXXVII* Articles of the said Capitulations, it is expressed and stipulated that the English Merchants, and all under their Banner, may safely and freely trade and negociate to and from the Dominions of the Ottoman Porte, and throughout every part of those Dominions, by sea and by land, paying three Aspers in the hundred for Custom, and nothing more; And whereas in the year 1794 a Tariff was formed to serve as a permanent rule, by fixing the sums to be paid at the said rate for Custom on all such Merchandize as the said Merchants might and should import from their own and other foreign countries into Turkey, and on such as they should export and carry from Turkey into their own and other foreign countries for sale; And whereas by reason of the increased prices of all commodities, the Duties levied according to this Tariff having fallen much below three per cent., the Court of Great Britain, in compliance with the desire of the Ottoman Porte, and in conformity to the anxious wishes it feels for the prosperity of the Ottoman Empire, did order a new Tariff of Customs to be constructed for the English Merchants, which was accordingly done, in April 1800, fixing the rates of the standard of three in the hundred, according to the Imperial Capitulations; And whereas His Excellency the Right Hon'ble Charles Arbuthnot, Member of His Britannic Majesty's Privy Council, and His Ambassador Extraordinary and Plenipotentiary at the Sublime Porte, has represented that the rates of certain articles in this new English Tariff are higher than those paid by other Christian Powers, and has asked that an alteration should be made in conformity to the sacred Capitulations which stipulate that equal privileges shall be enjoyed by England as are or shall be granted to the most favored Nations;

In consequence whereof, and in virtue of an Imperial Firman issued to that effect, the rates of certain articles have been reduced, and fixed, through the medium of Mr. Pisani, English Dragoman, and of the English Merchants on the one hand, and by His Excellency Husun Aga, Head Customer, and one of the Imperial Chamberlains, on the other; and the List following in this book, containing the rates, and all that part of the Tariff settled in 1800 which has not now been altered, has been signed and sealed, to serve as a permanent rule. The arrears of the suspended payments to be settled after the terms of the present book, dating from the 29th October 1801.

AHMED VASSIF REIS EFFENDI. L. S.

CHARLES ARBUTHNOT. L. S.

* Vide pages 815 and 825 of this Compilation.

IMPORTS.

		Aspers.
Tin	per kintal..	210
Lead	ditto..	45
Tin-plate	per case cont. 225..	75
Loaf Sugar, and Sugar in Powder	per kintal..	120
Pepper	per oque..	4
Shalloons	per piece of 45 piks..	110
Cochineal	per oque..	120
Farnabong Dal-bacam Portocal	per kintal..	120
Idem, French, or Campêche	ditto..	120
Idem, Violet, called St. Martha	ditto..	72
Mocha Coffee	per oque..	9
Idem, American	ditto..	4
Ginger, white and black	per kintal..	80
Amomum, "Yeni Bahar"	per oque..	3
Cinnamon, of Trieste	ditto..	20
Idem, Dutch	ditto..	36
India Yarn	ditto..	50
Cotton Yarn, from England	ditto..	27
Muslins, called Menghis Agabanies surbetti mermeri Kebir, Mermeri Hazine, Mermeri Onmayoon, Kebir Hasse, Bafta and Soccancun	per piece..	70
Rabbit Skins, black and grey	per parcel of 50..	150
Silver and Metal Watches	each..	150
Gold do. without Diamonds	ditto..	360
Clocks, common sort	ditto..	120
Table Clocks and Repeaters not set in Diamonds shall pay 3 per cent. on the Invoice cost.		
Cloth called Shalli, Mahouts and others	per piece of 25 piks..	420
Cloth called Londra	ditto..	160
Printed Cloth called Banna shall pay 3 per cent., after a deduction of 20 per cent. on the Invoice cost.		
Cutlery, Glass-ware, Looking Glasses, and Queen's-ware shall pay 3 per cent. on the Invoice cost.		
Shawl called "ara"	per piece valued per 110..	396
Idem, Zizeily and Rezni	ditto ditto 200..	720
Idem called Beldary	ditto ditto 750..	2700
Idem ditto Bokeia	ditto ditto 60..	216
Idem ditto Grimavery	ditto ditto 130..	468
India Muslins, called Destar, fit for Turbands,	per piece valued per 50..	180

		Aspers.
Cloth called Saya, English fabric, fit for Cloaks, shall pay 3 per cent. on the Invoice cost.		
Indigo of America	per oque..	18
Idem of India	ditto..	18
Idem of Lahore	ditto..	54
Verdigris, Zendighiar	ditto..	12
Muhabut Hani of India	per piece..	120
Idem, middle size	ditto..	90
Idem, short	ditto..	60
Sal Ammoniac	per oque..	9
Gunpowder	per kintal..	150
Butter	ditto..	70
Muhabut Hani, English fabric	per piece of 18 pik..	45
All Military Stores, say Cordage, Anchors, Cannon, Tow, Pitch, and articles of that nature, shall pay at the rate of 3 per cent. at the market price, after deducting 30 per cent. from the net amount.		
English Pistols, Guns, Muskets, &c. shall pay 3 per cent. on the Invoice cost.		
Logwood, Indian and American	per kintal..	36
Rum	per oque..	2
English Cheese	ditto..	3
Shot	per kintal..	50
Musk	per medcal..	12
Ambergris	ditto..	12
Nails of Christendom	per kintal, 90..	120
Precious Stones, Pearls, and Watches set in Diamonds shall pay 2 per cent.		

EXPORTS.

Shagreen Skins	each..	3
Bees' Wax	per kintal..	240
Angora Yarn	per oque..	21
Goats Wool, or Tiftee	ditto..	21
Vitriol, "Ghions Tachi"	ditto..	4½
Alum	per kintal..	27
Box-wood	ditto..	8
Broussa Silk	per kintal..	45
Bourre de Soie	ditto..	30
Cottons	ditto..	100
Raw Silk of Cyprus, Seyda, and neighbouring places	per oque..	36
Valonia	per kintal..	8
Yellow Berries	per oque..	2

		Aspers.
Aniseed	per kintal..	40
Gum Arabic	per oque..	6
Asfoor " Or"	per kintal..	130
Cotton Yarn	per oque..	9
Do. red and coloured	ditto..	9
Figs	per kintal..	15
Spunges, wet	per oque..	6
Walnut Planks	per kintal..	12
Cypress do	ditto..	20
Raisins	per kintal..	27
Currants, black fruit	ditto..	15
Madder Root, " Ghiok boya"	ditto..	45
Salep	per oque..	5
Gum Adrogant, " Kitra"	ditto..	3
Raw Silk of the Islands and Romelia	ditto..	45
Hare Skins of Constantinople	per 100..	60
Senna	per oque..	5
Mastic	ditto..	11
Opium	ditto..	36
Galls	per kintal..	150
Scammony Mahmoudie	per oque..	36
Copper	per kintal..	180
Coloquintida	per oque..	6

The English Pound Sterling shall be reckoned at 13 Piastres, and the Piastre at 120 Aspers each.

All Merchandize coming to the English Merchants from Europe, which is not inserted in this Tariff, shall pay according to the rates specified in the Russian and German Tariffs, and all articles which are specified in no Tariff whatever, Imports as well as Exports, and on which no rates are fixed, shall pay 3 per cent. after deducting 20 per cent. from the amount.

It is understood and stipulated, that the whole of the preceding rates are to be levied at every Scale and Custom-house in the Ottoman Empire, without exception, and that Imperial Firmans are to be issued to that effect to the different Customers; in consequence whereof the present Clause has been added.

Four exact copies of this Tariff Book have been made, signed and sealed, whereof two have been delivered to His Excellency the Reis Effendi, and the other two to the Right Honorable the English Ambassador at Constantinople, the 21st Rumzan 1226, say 13th December 1805.

HUSUN, Chief Customer of Constantinople.

(Signed) B. PISANI, English Interpreter.

L. S.

L. S.

Copy extracted from an authentic one existing in this British Chancery, and by me the undersigned Chancelier duly compared with the same.—Quod Attestor.
Constantinople, 25th January 1812.

(Signed) BENJAMIN BODDINGTON,
Chancelier.

We, ISAAC MORIER, *Consul General from the King of Great Britain at the Sublime Ottoman Porte,*

Certify and attest, to whomsoever it doth or may concern, that the above-written MR. BENJAMIN BODDINGTON, *Chancelier, sworn thereto, is a person of good fame and reputation, to whose public writing, by him signed and attested, full faith and credit is and may be given in Judgment Court and thereout.*

In Witness whereof, we have hereunto set our hand, and caused to be affixed the Royal Seal of this Mission in Constantinople, the twenty-fifth day of January One thousand eight hundred and twelve.

(Signed) ISAAC MORIER, Consul General.

* *I certify that this is a true and authentic Copy of the* CAPITULATIONS AND ARTICLES OF PEACE *between Great Britain and the Porte, together with the Tariff recently established by His Excellency the Right Hon'ble* CHARLES ARBUTHNOT, *Ambassador at the Porte, &c. &c. as communicated to me officially by* ISAAC MORIER, *Esquire, His Britannic Majesty's Consul General at the Porte ; and that consequently, this is sufficient Authority for the information and guidance of the Factory of Bussora.*

(Signed) CLAUDIUS JAMES RICH,
Resident for Bagdad and Bussora.

Bagdad, June 25th 1812.

ACT OF THE SUBLIME PORTE, *granting to* ENGLISH VESSELS *the Privileges of* COMMERCE IN THE BLACK SEA. *Dated the* 30*th October* 1799.

The Friendship and Concord which, since time immemorial, subsist between the SUBLIME PORTE, of stedfast glory, and the COURT OF ENGLAND, being now happily improved into an ALLIANCE, established upon the firmest basis of truth and sincerity, and it being beyond doubt that, in addition to the numerous advantages reaped hitherto by both countries, from the new ties so strongly formed between the two Courts, many more salutary effects will, by the pleasure of GOD, be witnessed in future ;

* This attestation has reference to the whole of the documents printed at pages 814 ad 842 of this Compilation.

Mature attention has therefore been paid to the representations relative to the permission being graciously granted for the navigation of ENGLISH MERCHANT VESSELS in the BLACK SEA, which have been of late made both verbally and in writing by the ENGLISH MINISTER at this COURT, Mr. SPENCER SMITH, our most esteemed friend, in conformity with his instructions, and consistently with the confidence he is ever ambitious to manifest in the inviolable attachment which the SUBLIME PORTE, of everlasting duration, professes towards his COURT. In fact, this being a means to evince in a still further degree the attachment, the regard, and fidelity which are professed towards the COURT OF GREAT BRITAIN by the SUBLIME PORTE, of stedfast glory, whose adherence to the obligation of Treaties, as well as faithful attention to fulfil the duties of friendship, are unexceptionable, and it being sincerely hoped that many more salutary effects will henceforward accrue from the close connection so firmly contracted between the two Courts, a cordial grant of the above point is hereby made, as an act springing from the sovereign breast of HIS IMPERIAL MAJESTY.

This privilege shall take effect with respect to the MERCHANT VESSELS OF GREAT BRITAIN, exactly on the same footing observed with those of the MOST FAVORED POWERS, it being understood that its execution be proceeded upon immediately after the burthen of the said vessels, the mode of their transit through the STRAITS OF CONSTANTINOPLE, and such other arrangements as appertain to this matter, shall have been settled in proper detail by friendly communication with the Minister before-named; and that the same Minister, our friend, may notify this valuable concession to this Court, the present Memorial is written and delivered to him by EXPRESS COMMAND.

10 *Jumadee-ool-Akhur* 1214 (30*th October* 1799, A. D.)

CERTIFIED.

Spencer Smith,
His Majesty's Minister Plenipotentiary.

Official Note addressed by the Reis Effendi *to* Alexander Straton, *Esq., at a Conference in His Excellency's House on the Canal, the 29th July* 1802.

It behoves the character of true friendship and sincere regard to promote with cheerfulness all such affairs and objects as may be reciprocally useful, and may have a rank among the salutary fruits of those steady bonds of alliance and perfect good harmony which happily subsist between the SUBLIME PORTE and the COURT OF GREAT BRITAIN; and as permission has heretofore been granted for the ENGLISH MERCHANT SHIPS to navigate in the BLACK SEA for the purposes of Trade, the same having been a voluntary trait

of HIS IMPERIAL MAJESTY'S own gracious heart, as more amply appears by an official Note presented to our friend the ENGLISH MINISTER, residing at the SUBLIME PORTE, dated 3 Jumadee-ool-Akhur 1214, this present "Takrir" (Official Note) is issued; THE IMPERIAL OTTOMAN COURT hereby engaging that the same treatment shall be observed towards the ENGLISH MERCHANT SHIPS coming to that Sea, as is offered to the Ships of Powers most favored by the SUBLIME PORTE, on the score of that Navigation.

The 23 Rubee-ool-Awul 1217 *(23rd July* 1802, A. D.*)*

TREATY

BETWEEN

GREAT BRITAIN AND THE SUBLIME PORTE,

Concluded at the Dardanelles on the 5th of January 1809.

IN THE NAME OF THE MOST MERCIFUL GOD.

THE OBJECT OF THIS FAITHFUL AND AUTHENTIC INSTRUMENT IS AS FOLLOWS:—

Notwithstanding the appearances of a misunderstanding between the COURT OF GREAT BRITAIN *and the* SUBLIME OTTOMAN PORTE, *consequent upon the occurrences of the moment, the* TWO POWERS, *equally animated with a sincere desire of re-establishing the Ancient Friendship which subsisted between them, have named their* PLENIPOTENTIARIES *for that purpose; that is to say,* HIS MOST AUGUST AND MOST HONORED MAJESTY GEORGE THE THIRD, KING OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND, *has named for* HIS PLENIPOTENTIARY, ROBERT ADAIR, ESQUIRE, *one of the* MEMBERS OF THE ROYAL PARLIAMENT OF GREAT BRITAIN; *and* HIS MAJESTY THE MOST NOBLE, MOST POWERFUL, AND MOST MAGNIFICENT SULTAN MAHOMET KHAN II., EMPEROR OF THE OTTOMANS, *has named for his Plenipotentiary* SYUD MAHOMED-

EMIN-VAHID EFFENDI, DIRECTOR AND INSPECTOR OF THE DEPARTMENT CALLED "MERCOUFAT," *and invested with the rank of* "NICHANGI" *of the* IMPERIAL DIVAN; *who, having reciprocally communicated to each other their full Powers, after several conferences and discussions, have concluded the peace equally desired by both Powers, and have agreed upon the following Articles :—*

ARTICLE I.

From the moment of signing the present Treaty, every act of hostility between England and Turkey shall cease; and in furtherance of this happy peace, the prisoners on both sides shall be exchanged without distinction, in thirty-one days from the signature of this Treaty, or sooner, if possible.

ARTICLE II.

Should any Fortresses belonging to the Sublime Porte be in the possession of Great Britain, they shall be restored to the Sublime Porte, and given up, with all the cannon, warlike stores, and other effects, in the condition in which they were found at the time of their being occupied by England, and this restitution shall be made in the space of thirty-one days from the signature of the present Treaty.

ARTICLE III.

Should there be any effects and property belonging to English Merchants under sequestration, within the jurisdiction of the Sublime Porte, the same shall be entirely given up, and restored to the proprietors; And in like manner, should there be any effects, property, and vessels belonging to Merchants, subjects of the Sublime Porte, under sequestration at Malta, or in any other islands and possessions of His Britannic Majesty, they also shall be entirely given up, and restored to their proprietors.

ARTICLE IV.

The Treaty of Capitulations agreed upon in the Turkish year 1086, (A. D. 1675)* in the middle of the month Jumadee-ool-Akhur, as also the Act relating to the Commerce of the Black Sea, and the other privileges (Imtiazat) equally established by Acts at subsequent periods, shall continue to be observed and maintained as if they had suffered no interruption.

ARTICLE V.

In return for the indulgence and good treatment afforded by the Sublime Porte to English Merchants, with respect to their Goods and Property, as well

* Vide pages 814 ad 838, and 843 and 844 of this Compilation.

as in all matters tending to facilitate their Commerce, England shall reciprocally extend every indulgence and friendly treatment to the Flag, Subjects, and Merchants, of the Sublime Porte, which may hereafter frequent the Dominions of His Britannic Majesty for the purposes of Commerce.

ARTICLE VI.

The last Custom-house Tariff established at Constantinople, at the ancient rate of 3 per cent., and particularly the Article relating to the interior Commerce, shall continue to be observed, as they are at present regulated, and to which England promises to conform.

ARTICLE VII.

Ambassadors from His Majesty the King of Great Britain shall enjoy all the honours enjoyed by Ambassadors to the Sublime Porte from other Nations; and Ambassadors from the Sublime Porte at the Court of London shall reciprocally enjoy all the honours granted to the Ambassadors from Great Britain.

ARTICLE VIII.

Consuls (Shahbundurs) may be appointed at Malta, and in the Dominions of His Britannic Majesty where it shall be necessary, to manage and superintend the affairs and interests of Merchants of the Sublime Porte, and similar Privileges and Immunities to those granted to English Consuls resident in the Ottoman Dominions shall be duly afforded to the "Shahbundurs" of the Sublime Porte.

ARTICLE IX.

English Ambassadors and Consuls may supply themselves, according to custom, with such Dragomen as they shall stand in need of; but as it has already been mutually agreed upon that the Sublime Porte shall not grant the "Burat" of Dragoman in favour of individuals who do not execute that duty in the place of their destination, it is settled, in conformity with this principle, that in future the "Burat" shall not be granted to any person of the class of tradesmen or bankers, nor to any shopkeeper or manufacturer in the public markets, or to one who is engaged in any matters of this description; nor shall English Consuls be named from among the subjects of the Sublime Porte.

ARTICLE X.

English patents of protection shall not be granted to dependents or Merchants who are subjects of the Sublime Porte; nor shall any passport be delivered to such persons, on the part of Ambassadors or Consuls, without permission previously obtained from the Sublime Porte.

ARTICLE XI.

As Ships of War have at all times been prohibited from entering the Canal of Constantinople, viz. in the Straits of the Dardanelles and of the Black Sea, and as this ancient regulation of the Ottoman Empire is in future to be

observed by every Power in time of peace, the Court of Great Britain promises on its part to conform to this principle.

ARTICLE XII.

The ratifications of the present Treaty of Peace between the High Contracting Parties shall be exchanged at Constantinople, in the space of ninety-one days from the date of this Treaty, or sooner, if possible. In faith of which, and in order that the ratification of the twelve Articles of this Treaty (which has been happily concluded, by the assistance of God, and in the sincerity and good faith of the two parties) may be exchanged, I, Plenipotentiary of the Sublime Porte, have, in virtue of my full powers, signed and sealed this Instrument, which I have delivered to the Plenipotentiary of His Britannic Majesty, in exchange for another Instrument exactly conformable thereto, written in the French language, with a translation thereof, which has been delivered to me on his part, agreeably to his Full Powers.

Done near the Castles of the Dardanelles, the 5th of January 1809, *which corresponds with the year of the Hijree* 1223, *the 19th day of the Moon Zilkad.*

(Signed) SYUD MAHOMED EMIN VAHID EFFENDI. L. S.

(Signed) ROBERT ADAIR. L. S.

IMPERIAL FIRMAN *of Protection for the* ENGLISH STEAM VESSELS *destined to navigate the* RIVER EUPHRATES. *Dated the 29th December* 1834.

To their Excellencies the Viziers, Pachas of three tails; to the Illustrious Meer-é-Meerans, Pachas of two tails; to the learned Judges; to the Waivodas, Câptains of Ports, and other Magistrates of places situated on both banks of the Euphrates, Health.

On receiving the Imperial Command you will know as follows:—The Ambassador Extraordinary and Plenipotentiary of Great Britain at Constantinople, Lord Ponsonby, one of the Most Illustrious Personages among the Christians' nations, (may he attain a happy end!) has presented at our Sublime Porte an official note, by which he intimates that the British Government requires permission to cause to navigate by turns two Steam-boats on the River Euphrates, which flows at a small distance from the City of Bagdad, for the purposes of facilitating Commerce.

We, in consequence, issued to our very Illustrious Governor of Bagdad and Bussora, Alee Reza Pacha, an order to furnish our Sublime Porte with information of the proposed navigation.

Although the answer of the Pacha had not arrived, the Ambassador made several representations on this point, informing our Sublime Porte the British Government awaited our reply.

For this reason, we have and do permit two Steam-boats to navigate the Euphrates by turns; and this navigation is to continue as long as, conformably to what has been represented to us, it may prove useful to the two nations, and no inconvenience result therefrom; and it is to this purpose that an Official Rule has been transmitted to the British Ambassador.

A Firman, couched in the same terms, has been addressed to the Pacha of Bagdad and Bussora.

These Commands mean that you should act in the mode abovementioned; and for this end the Firman is written.

You therefore, Viziers, Meer-é-Meerans, Judges, and other Magistrates, being informed that you are to be in harmony with our Imperial will, you are to be cautious to act in conformity thereto, and to beware of contravening that which is prescribed by this Imperial Command.

Given towards the end of Shuban, 1250.

(A true Translate.)

(Signed) R. TAYLOR, Lieut. Col.,
P. A., Turkish Arabia.

Translate of a Booyooroldi by H. H. ALEE REZA, *Pacha of Bagdad, &c. &c. &c., to the Turkish Officers on the Euphrates, from Aanah to Bussora. Dated* 13*th of Shuval*, A. H. 1250, *or* 11*th February*, A. D. 1835.

To those informed of this our address, the Mootusullims, Zhabits of districts and villages, and Shaiks of tribes on both banks, the Arabian and Mesopotamian, of the Euphrates, from Aanah to Bussora, be it known—

That the cause of writing this Booyooroldi (order) is, that as at this time two Steam-vessels have arrived appertaining to the English Government, in which are persons bearing this Our Order, who are passing for the purposes of trade by permission of the Sublime Porte, having also many letters; It is incumbent on you to protect and favor them, to assist in supplying their wants, and to abstain wholly from impeding them. If, therefore, you are certified of this, it is your duty, on the arrival of the above-mentioned individuals, at and on their passage by your stations, to protect and defend them, and that neither any one of you, or others, impede them in any way; and should your aid be necessary to them that you assist and serve them in their wants, and unite in forwarding them on their passage, going and coming in peace and safety, without excuse or delay.

And for this purpose we have written, published, and forwarded this Booyooroldi. If it please God, when you receive it, and are informed of its contents, it will be requisite that you use your utmost exertions in the accomplishment of them, and act according to the Order; and thus it shall suffice.

(A true Translate.)

(Signed) R. TAYLOR, Lt. Col.
P. A. Turkish Arabia.

CONVENTION

OF

COMMERCE AND NAVIGATION

BETWEEN

HER MAJESTY

AND

THE SULTAN OF THE OTTOMAN EMPIRE;

WITH THREE ADDITIONAL ARTICLES

THEREUNTO ANNEXED.

Signed at Balta-Liman, near Constantinople, August 16th 1838.

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*Convention appended to the *Capitulations granted to Great Britain by the Ottoman Porte, amending and altering certain Stipulations therein contained, as regards the Commerce and Navigation of the two Countries.*

During the Friendly Intercourse which has happily subsisted so long between the Sublime Porte and the Kings of Great Britain, Capitulations granted by the Porte, and Treaties concluded between the two Powers, have regulated the rates of Duties payable on Merchandize exported from and imported into the Dominions of the Sublime Porte, and have established and declared the rights, privileges, immunities, and obligations of British Merchants trading to, or residing in the Imperial Territories. But since the period when the abovementioned Stipulations were last revised, changes of various kinds have happened in the internal administration of the Ottoman Empire, and in the external relations of that Empire with other Powers; and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness the Sultan, have therefore agreed now to regulate again, by a special and additional Act, the Commercial Intercourse of their subjects, in order to increase the Trade between their respective Dominions, and to render more easy the exchange of the produce of the one Country for that of the other. They have consequently named for their

* Vide pages 814 to 838 of this Compilation.

Plenipotentiaries for this purpose, that is to say, Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Hon'ble JOHN BRABAZON LORD PONSONBY, *Baron of Imokiliy, a Peer of the United Kingdom of Great Britain and Ireland, Knight Grand Cross of the Most Honorable Order of the Bath, of the Nishan of Honour, &c. &c. &c., Her Majesty's Ambassador Extraordinary and Plenipotentiary at the Sublime Porte, &c. &c.; And His Highness the Sultan, the Most Illustrious and Most Excellent Vizier* MOOSTUFA RUSHEED PACHA, *Minister for Foreign Affairs, bearing the Decoration belonging to his high rank, a Knight Grand Cross of the Legion of Honour of France, &c. &c.; the Excellent and Most Distinguished* MOOSTUFA KIANEE BEY, *a Member of the Supreme Council of State, Assistant to the Prime Minister, President of the Council of Agriculture and Industry, a Minister of State of the First Class, bearing the two Decorations belonging to his Offices, &c. &c.; and the Excellent and Most Distinguished* MAHOMED NOUREE EFFENDI, *a Councillor of State in the Department for Foreign Affairs, bearing the Nishan of Honour of the First Class, &c. &c.; who, after having communicated their respective Full Powers, found to be in due and proper form, have agreed upon and concluded the following Articles :—*

ARTICLE I.

All rights, privileges, and immunities which have been conferred on the subjects or ships of Great Britain, by the existing Capitulations and Treaties, are confirmed now and for ever, except in as far as they may be specifically altered by the present Convention; and it is moreover expressly stipulated, that all rights, privileges, or immunities which the Sublime Porte now grants, or may hereafter grant, to the ships and subjects of any other foreign Power, or which it may suffer the ships and subjects of any other foreign Power to enjoy, shall be equally granted to, and exercised and enjoyed by the subjects and ships of Great Britain.

ARTICLE II.

The subjects of Her Britannic Majesty, or their agents, shall be permitted to purchase at all places in the Ottoman Dominions (whether for the purposes of internal trade or exportation) all articles, without any exception whatsoever, the produce, growth, or manufacture of the said Dominions; and the Sublime Porte formally engages to abolish all monopolies of agricultural produce, or of any other article whatsoever, as well as all permits from the local Governors, either for the purchase of any article, or for its removal from one place to another when purchased; and any attempt to compel the subjects of Her Britannic Majesty to receive such permits from the local Governors, shall be considered as an infraction of Treaties; and the Sublime Porte shall immediately punish with severity any Viziers and other Officers who shall have been guilty of such misconduct, and render full justice to British subjects for all injuries or losses which they may duly prove themselves to have suffered.

ARTICLE III.

If any article of Turkish produce, growth, or manufacture, be purchased by the British merchant or his agent, for the purpose of selling the same for internal consumption in Turkey, the British merchant or his agent shall pay, at the purchase and sale of such articles, and in any manner of trade therein, the same duties that are paid, in similar circumstances, by the most favored class of Turkish subjects engaged in the internal trade of Turkey, whether Moosulmans or Raayas.

ARTICLE IV.

If any article of Turkish produce, growth, or manufacture, be purchased for exportation, the same shall be conveyed by the British merchant or his agent, free of any kind of charge or duty whatsoever, to a convenient place of shipment, on its entry into which it shall be liable to one fixed duty of nine per cent. *ad valorem*, in lieu of all other interior duties.

Subsequently, on exportation, the duty of three per cent. as established and existing at present, shall be paid; but all articles bought in the shipping ports for exportation, and which have already paid the interior duty on entering into the same, will only pay the three per cent. export duty.

ARTICLE V.

The regulations under which Firmans are issued to British merchant vessels for passing the Dardanelles and the Bosphorus, shall be so framed as to occasion to such vessels the least possible delay.

ARTICLE VI.

It is agreed by the Turkish Government, that the regulations established in the present Convention shall be general throughout the Turkish Empire, whether in Turkey in Europe or Turkey in Asia, in Egypt, or other African possessions belonging to the Sublime Porte, and shall be applicable to all the subjects, whatever their description, of the Ottoman Dominions; and the Turkish Government also agrees not to object to other foreign Powers settling their trade upon the basis of this present Convention.

ARTICLE VII.

It having been the custom of Great Britain and the Sublime Porte, with a view to prevent all difficulties and delay in estimating the value of articles imported into the Turkish Dominions, or exported therefrom, by British subjects, to appoint, at intervals of fourteen years, a Commission of men well acquainted with the Traffic of both countries, who have fixed by a Tariff the sum of money in the coin of the Grand Signior, which should be paid as Duty on each article; and the term of fourteen years, during which the last adjustment of the said Tariff was to remain in force, having expired, the high contracting parties have agreed to name conjointly fresh Commissioners, to fix and determine the amount in money which is to be paid by British subjects

as the Duty of three per cent. upon the value of all commodities imported and exported by them ; and the said Commissioners shall establish an equitable arrangement for estimating the interior Duties which, by the present Treaty, are established on Turkish Goods to be exported, and shall also determine on the places of shipment where it may be most convenient that such Duties should be levied.

The new Tariff thus established to be in force for seven years after it has been fixed, at the end of which time it shall be in the power of either of the parties to demand a revision of that Tariff; but if no such demand be made on either side within the six months after the end of the first seven years, then the Tariff shall remain in force for seven years more, reckoned from the end of the preceding seven years ; and so it shall be at the end of each successive period of seven years.

ARTICLE VIII.

The present Convention shall be ratified; and the ratifications shall be exchanged at Constantinople within the space of four months.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed their seals thereunto.

Done at Balta-Liman, near Constantinople, on the sixteenth day of August, One thousand eight hundred and thirty-eight.

(Signed in the Turkish original.)

L. S. PONSONBY.

L. S. MOOSTUFA RUSHEED.

L. S. MOOSTUFA KIANEE.

L. S. MAHOMED NOUREE.

ADDITIONAL ARTICLES.

Certain difficulties having arisen between the Ambassador of Her Britannic Majesty and the Plenipotentiaries of the Sublime Porte, in fixing the new Conditions which should regulate the Commerce in British Goods imported into the Turkish Dominions, or passing through the same in transit, it is agreed between His Excellency the British Ambassador and the Plenipotentiaries of the Sublime Porte, that the present Convention should receive their signatures, without the Articles which have reference to the above-mentioned subjects forming part of the body of the said Convention. But at the same time it is also agreed,—the following Articles having been consented to by the Turkish Government,—that they shall be submitted to the approbation of Her Majesty's Government, and should they be approved and accepted by Her Majesty's Government, they shall then form an integral part of the Treaty now concluded.

The Articles in question are the following :—

ARTICLE I.

All articles being the growth, produce, or manufacture of the United Kingdom of Great Britain and Ireland and its Dependencies, and all Merchandize, of whatsoever description, embarked in British vessels, and being the property of British subjects, or being brought over land, or by sea, from other countries by the same, shall be admitted, as heretofore, into all parts of the Ottoman Dominions, without exception, on the payment of three per cent. Duty, calculated upon the value of such articles.

And in lieu of all other and interior Duties, whether levied on the purchaser or seller, to which these articles are at present subject, it is agreed that the importer, after receiving his Goods, shall pay, if he sells them at the place of reception, or if he sends them thence to be sold elsewhere in the interior of the Turkish Empire, one fixed Duty of two per cent.; after which such Goods may be sold and resold in the interior, or exported, without any further Duty whatsoever being levied or demanded on them.

But all Goods that have paid the three per cent. Import Duty at one Port, shall be sent to another free of any further Duty, and it is only when sold there or transmitted thence into the interior, that the second Duty shall be paid.

It is always understood that Her Majesty's Government do not pretend, either by this Article or any other in the present Treaty, to stipulate for more than the plain and fair construction of the terms employed; nor to preclude, in any manner, the Ottoman Government from the exercise of its rights of internal administration, where the exercise of those rights does not evidently infringe upon the privileges accorded by ancient Treaties, or the present Treaty, to British Merchandize or British subjects.

ARTICLE II.

All foreign Goods brought into Turkey from other countries shall be freely purchased and traded in, in any manner, by the subjects of Her Britannic Majesty, or the Agents of the same, at any place in the Ottoman Dominions; and if such foreign Goods have paid no other Duty than the Duty paid on importation, then the British subject or his agent shall be able to purchase such foreign Goods, on paying the extra Duty of two per cent. which he will have to pay on the sale of his own imported Goods, or on their transmission for sale into the interior; and after that, such foreign Goods shall be resold in the interior, or exported, without further Duty; or should such foreign Goods have already paid the amount of the two Duties, (i. e. the Import Duty and the one fixed interior Duty,) then they shall be purchased by the British subject or his agent, and afterwards resold or exported, without being ever submitted to any further Duty.

ARTICLE III.

No charge whatsoever shall be made upon British Goods (such being the growth, produce, or manufacture of the United Kingdom or its dependencies,

or the growth, produce, or manufacture of any foreign country, and charged in British Vessels, and belonging to British subjects,) passing through the Straits of the Dardanelles, of the Bosphorus, and of the Black Sea, whether such Goods shall pass through those Straits in the Ships that brought them, or are transhipped in those Straits, or destined to be sold elsewhere, or landed with a view to their being transferred to other vessels (and thus to proceed on their voyage) within a reasonable time.

All Merchandize imported into Turkey for the purpose of being transmitted to other countries, or which, remaining in the hands of the importer, shall be transmitted by him for sale to other countries, shall only pay the Duty of three per cent. paid on importation, and no other Duty whatsoever.

Done at Balti-Liman, near Constantinople, the sixteenth day of August, in the year eighteen hundred and thirty-eight.

(Signed in the Turkish original.)

L. S. PONSONBY.

L. S. MOOSTUFA RUSHEED.

L. S. MOOSTUFA KIANEE.

L. S. MAHOMED NOUREE.

Official Note delivered to LORD PONSONBY *by* HIS EXCELLENCY NOUREE EFFENDI, *on the 27th of August* 1838, *relative to the* II. ARTICLE *of the preceding Convention.*

It is stipulated by the II. Article of the Treaty of Commerce concluded between the Sublime Porte and the British Government on the 25th Jumadee-ool-Awul, 1254, (16th August 1838,) that English Merchants are at liberty to purchase all kinds of Merchandize in the Ottoman Empire.

But in order that the right of English Merchants to sell within the Ottoman Empire, or to export the Merchandize which they may purchase, may not be liable to misconception, the Embassy of Her Britannic Majesty has desired that an explanation should be given on this point, either in the Treaty itself, or in a special note.

The meaning of the passage of which an elucidation is requested is clear, from the relation which the subsequent points in the II. Article bear to each other. But we, nevertheless, repeat that English Merchants may, in virtue of the Treaty, purchase within the Ottoman Empire all kinds of Merchandize; may, if they think proper, send the same abroad after having paid the Duty thereon stipulated by the Treaty; or may, if they think fit, re-sell the same

within the Ottoman Empire on conforming to the arrangements established by the said Treaty with reference to internal Commerce.

Such are the arrangements of the Treaty; and we give this explanation to the Ambassador, renewing to His Excellency the assurances of our sincere and perfect Friendship.

The 7th Jumadee-ool-Akhur, 1254 (*27th August* 1838).

Declaration agreed upon and signed by the respective Plenipotentiaries upon the exchange of the Ratifications of the preceding Convention.

Whereas it appears, on examining the English translation of the VIII. Article of the Turkish original of the Treaty signed at Balti-Liman on the 16th of August 1838, that certain words are inserted in that Article, in the Turkish language, which have no equivalent words in the English original of the same Article of that Treaty signed by the British Plenipotentiary, these words being to the effect that the Treaty is not to come into operation until the first day of March 1839; and whereas it is desirable to prevent all doubts which might arise in consequence of the difference between the texts of the English and Turkish originals of the Treaty, it is hereby declared to be the understanding of the Plenipotentiaries on both sides, that the Treaty aforesaid shall begin to have effect on the first day of the month of March one thousand eight hundred and thirty-nine.

It is further agreed and declared, the Turkish text of the first of the three Additional Articles containing the words "overland or by sea," and the words "or by sea," having been omitted in the English text, but having been introduced into Her Britannic Majesty's Ratifications, that these words shall be considered as having the same force and validity as if they had been inserted in the original Articles signed by the British and Turkish Plenipotentiaries respectively.

Done at Calender, on the sixteenth day of November one thousand eight hundred and thirty-eight.

(Signed in the Turkish original.)

(L. S.) PONSONBY.

(L. S.) MOOSTUFA KIANEE.

(L. S.) MAHOMED NOUREE.

TARIFF* *of the* RATES *of* DUTY *payable according to the Capitulations and Treaties existing between Great Britain and the Sublime Ottoman Porte on articles of the growth, produce, or manufacture of Great Britain and Ireland, and its Dependencies, imported into the Ottoman Empire, and on all Merchandise of whatsoever description brought by British subjects into the Ottoman Dominions from other countries, and on articles of Turkish produce, growth, and manufacture purchased by British subjects or their Agents at places in the Ottoman Dominions, for exportation, as well as on articles of Turkish produce, growth, and manufacture exported by them from the Ottoman Dominions to their own and other countries; which Rates have been regulated by Commissioners appointed by His Excellency the Right Hon'ble* LORD PONSONBY, *Her Britannic Majesty's Ambassador, on the one part, and by Commissioners appointed by the Sublime Porte on the other part.*

The said Tariff is to commence to have effect and be observed on and from the 1st (13th) March 1839.

TARIFF.

ARTICLES OF IMPORTATION.

	Per	Aspers.
Almonds, shelled	*oke*	22
„ unshelled	„	11
Alum	*cantar*	360
Alagia from Russia, narrow	*piece*	245
„ „ „ wide	„	490
Amber, in pieces	*oke*	3,600
(In case of dispute, the 3 per cent. to be taken in kind.)		
„ in beads		
Ambergrease	*mitical*	108
Amomums	*oke*	15
Annotto, or Rocu	„	100
Anchors	*cantar*	320
Anchovies, Olives, and Capers	12 *bottles*	180
Aniseed	*cantar*	130
Antimony	„	900
Argal, Tartar	„	900

* Agreed upon in virtue of the VII. Article of the Convention of Commerce and Navigation concluded between Great Britain and Turkey, on the 16th August 1838. Vide page 852 of this Compilation.

	Per	Aspers.
Arsenic	*oke*	15
Azure, or Ultramarine	„	18
Baccala and Stockfish	*cantar*	360
Bags, Hair	100 *bags*	1,080
Balsam, from Europe	*cent*	3
Bark	„	3
Barley, pearled	„	3
Beads from Venice (Contarie di Venizia a Peso.)	*oke*	32
Beads from Venice (Contarie di Luce) *packet of* 25 *bunds*	„	100
Beer, English	*dozen*	144
„ French and German	„	102
„ Prussian	„	37
Beef, salted	*cantar*	216
„ jerked (Pasterma)	„	300
Bacon, Lard, Sausages, &c. (Pasterma)	„	1,620
Bells, small	*box*	144
Biscuit and Flour	*cent*	3
Blankets	*each*	180
Boots, English and French	*pair*	216
„ Genoa	„	150
„ German	„	126
„ Russian	„	108
Borax	5 *okes*	216
Bottles, empty, from half to one oke size	100 *bottles*	265
„ „ two and a half okes		540
„ „ four okes		1,080
„ „ large, for tobacco		1,080
Boxwood	*cantar*	40
Boxes, chip	*barrel*	2,500
Ditto	*dozen*	——
Brass, Sheets and Wire	*oke*	58
„ „ called Samatateli (Lametta)	*case*	108
Brandy, French	*oke*	8
Bristles, Hogs'	„	180
Brimstone, rough	*cantar*	90
„ in rolls	„	190
Brushes, Shoe	*dozen*	48
„ Clothes	„	126
„ of Brass Wire, for Goldsmiths	2½ *dozens*	140
Butter, English	*cent*	3
„ Russian	*cantar*	780
Cables, Hemp	„	210

		Per	Aspers.
Cables, Chain		*cantar*	400
Candles, Tallow		„	700
„ Wax		„	3,100
„ Spermaceti		*oke*	126
Cannon, Iron		*cantar*	320
Camphor		*oke*	108
Caps (Fez), Venetian, red and black		*dozen*	700
„ French, superior and inferior		„	206
„ „ large, for Troops		„	584
„ German, in imitation of Leghorn		„	180
„ „ ordinary, middling and good		„	80
„ „ for Troops, all qualities		„	360
„ Genoa		„	205
„ Leghorn, ordinary and good, small		„	200
„ „ for Troops, all qualities		„	550
Capers		*cantar*	160
Capers, Olives, and Anchovies	12	*bottles*	180
Capots, from Circassia		*piece*	160
Cardamums		*cent*	3
Cards, playing		*dozen*	40
Cascarilla		*oke*	100
Caviar, black		*cantar*	1,080
„ red		„	180
Cassia Lignea		*oke*	40
Chain Cables		*cantar*	400
Cheese, English		*cent*	3
„ Genoese		*oke*	25
Chip Boxes		*barrel*	2,500
Chocolate		*oke*	68
Cinnabar		„	162
Cinnamon		„	100
Cloves		„	54
Coals		*cantar*	32
Cochineal		*oke*	360
Cod-fish, Baccala, and Stockfish		*cantar*	360
Coffee, West India		*oke*	23
„ Mocha, brought from Europe		„	37
Coffee Mills, Russian		*each*	72
Combs, Horn	5	*dozen*	100
„ Ivory		*dozen*	1,080
Copper, in bricks or pigs, Russian		*oke*	30
„ Sheets and Nails, Russian		„	54
Copperas, English		*cantar*	100

		Per	Aspers,
Copperas, Trieste		*cantar*	72
Coral, in beads, 1st quality		*oke*	3,960
„ „ 2nd ditto		„	1,800
„ „ lowest quality		„	900
rough or unwrought		„	1,100
Clocks			3%
Cords			
Cords, musical, see "Strings."			
Cordage, white and tarred		*cantar*	210
Cotton Twist		*oke*	63
„ „ dyed or bleached		„	90
Cream of Tartar		„	23
Crome, yellow (Gehan Guni)		„	40
Cubebs		„	54
Coffee Cups	100	*cups*	460
Currants, Sicilian		*cantar*	792
Cutlery and Hardware		*cent*	3
Deal Boards		*each*	13
Dye Woods, see "Wood."			
Earthenware		*cent*	3
Elephants' Teeth		*oke*	252
Felt, Crimea		*piece*	45
„ „ Alogia		„	135
Files, common		*dozen*	15
„ fine, for Goldsmiths		„	37
Fish-hooks		*thousand*	60
Flannel, common and middling qualities		*piece, 55 pikes*	800
„ fine		*cent*	3
Flax		*cantar*	360
Flowers, artificial		*cent*	3
Flour and Biscuit		„	3
Florentines (Sheitan Bezé), see "Nankeens."			
Fringe, see "Gold Lace."			
Frying Pans		*cantar*	820
Furniture—Chairs, Sofas, Tables, Iron Bedsteads, &c.		*cent*	3
Furs, see "Skins."			
Galloon, Gold and Silver		*metical*	18
„ false or mock		*oke*	165
Ginger		*cantar*	720
Gin, Hollands (Ginepro)		*oke*	16
„ „ „		*bottle*	9
Glass-ware, English		*cent*	3

		Per	Aspers.
Glass, French and Belgian, in imitation of Bohemia, cases to 100		*case of 2 qualities*	504
„ common German and Venetian		*large case*	3,360
„ German and Venetian, colored, and cut in imitation of English		„	9,120
Glasses for Watches		*dozen*	5
Glue, black		*cantar*	633
Gold and Silver Thread, Lace, and Fringe		*metical*	18
„ „ „	false or mock	*oke*	130
„ „ „	Russian	„	165
Gum Benjamin		„	56
„ Gotta		„	130
„ Lac		„	60
Gamboge		„	144
Gunpowder		*cent*	3
Hair, Horse, loose		*cantar*	792
„ Goats'		„	270
„ Human		*oke*	1,080
Hats, Trieste		*dozen*	680
„ English and French		„	1,500
„ Russian		„	1,728
„ Straw, German, common		„	140
„ „ „	middling quality	„	300
„ „ „	fine quality	„	1,260
„ „ Leghorn,	common	„	259
„ „ „	middling quality	„	561
„ „ „	first quality	*cent*	3
„ „ „	women's, middling and ordinary	„	1,598
„ „ „	„ first quality	„	4,320
„ Leghorn		„	1,296
„ „ first quality		*cent*	3
Hemp		*cantar*	320
Hides, dry, American		*each*	396
„ Horse		„	108
„ Ox and Cow		„	180
„ Buffalo		„	360
Honey		*cantar*	396
Hones or Whetstones		*each*	12½
Hungary Water (Acqua della Regina)		100 *flasks*	520
Indigo, in Chests		*oke*	360
„ Serous		*cent*	3
Ipecacuanha		*oke*	220

	Per	Aspers.
Iron, in bars and bolts, English	*cantar*	200
„ Sheets (Tahta)	„	270
„ Nail Rods (Demat)	„	234
„ round Plates (Sutch)	*cent.*	3
„ in bars and bolts, Russian	*cantar*	270
„ Toe Piedi	*cent.*	3
Isinglass	*oke*	360
Ivory, Elephants' Teeth	„	252
„ in pieces	„	90
Jalap	„	72
Jewellery	*cent.*	3
Knives and Forks, see "Cutlery, English."		
„ „ German	*dozen*	60
„ Circassian	*each*	100
Lace, Gold and Silver	*metical*	18
Lac Dye (Gomma Lacca)	*oke*	60
Lead, in pigs	*cantar*	400
„ sheet	„	410
„ red (Minnio)	„	460
„ white, English and Belgian	„	540
„ „ German	„	500
„ „ Genoa	„	1,044
Leather, French, Belgian	*oke*	43
„ Russian, called Tabany	„	43
„ „ „ Ukraine	„	27
„ „ „ Telatin of Bulgaria	„	30
„ „ „ Yutch Telatin, red and black.	„	52
„ „ „ Mishin	„	12
Lemons	*thousand*	288
Lint and Flax	*cantar*	360
Linseed	*kilo*, 20 *okes*	64
Linseed Oil	*cantar*	633
Liquors, Rosaglio, Syrups, &c	100 *flasks*	468
Ditto ditto	100 *bottles*	1,000
Liquorice Paste	*oke*	27
Looking Glasses, German Paper	*dozen*	23
„ „ without frames	2 *cases*	576
„ „ all other sorts	*cent.*	3
Lustrings, false	*oke*	240
Lock, hang, brass	*hundred*	144
Manna	*oke*	90
Maccaroni, Russian	„	9
„ Genoa	„	8

			Per	Aspers.
Manufactures of Cotton :				
Grey Calicoes of every description, (what are termed Grey Maddapollams not included, being rated separately)			*oke* ..	73
The tare of each bale, large or small, to be calculated at 10 okes.				
Calicoes, bleached, $\frac{7}{8}$ supers	*piece*, 28	*yards* ..		126
„ white Longcloth, 36 inches	36	„ ..		234
„ white, Printers' 42 do	24	„ ..		170
„ dyed and sarsnetted $\frac{7}{8}$	28	„ ..		108
„ shirtings, as Irish $\frac{3}{8}$	24	„ ..		198
„ E. I. Baftas	12	„ ..		108
„ E. I. Salampores	18	„ ..		162
„ E. I. Longcloths	36	„ ..		324
Cambrics, common $\frac{6}{4}$	12	„ ..		108
„ „ $\frac{8}{4}$	24	„ ..		255
„ twilled, called Buzin	24	„ ..		180
„ Satin, stripes and spots	12	„ ..		100
Dimities, called Buzin	24	„ ..		180
Lappets, common $\frac{6}{4}$	10	„ ..		100
„ good, Harness Sprigs, Waterloo checks &c.	10	„ ..		198
Handkerchiefs, of all sorts		*cent* ..		3
Maddapollams, dyed, 36 inches	*piece* 24	*yards* ..		198
„ grey, ditto	40	„ ..		280
„ white, ditto	40	„ ..		300
Muslins, Sevaspoor (Tanjils) 36 inches	20	„ ..		100
„ „ „ 44 ditto	20	„ ..		135
„ Jacconots (Mermer) 36 ditto	20	„ ..		..
„ „ „ 44 ditto	20	„ ..		155
Mulls for printing (Chappali) 36 ditto	20	„ ..		..
„ „ „ 44 ditto	20	„ ..		150
„ for Yazmaks	20	„ ..		250
„ fine, India		*cent* ..		3
Muslin, Book, Sacancouli, 44 inches	10	*yards* ..		100
Nankeens, striped and plain	40	*pikes* ..		200
Printed Calicoes, Navy Blues, light ground plates, and all prints of one or two colors, $\frac{7}{8}$	28	*yards* ..		176
Printed Calicoes, of 3, 4, and 5 colors $\frac{7}{8}$	28	„ ..		285
„ Muslins, all widths and qualities	24	„ ..		360
Lappet Shawls		*cent* ..		3
Zebra Shawls, blue and white, blue and orange, and green and orange stripes	*piece* 3½	*yards* ..		95

	Per	Aspers.
Zebra Shawls, 2 covers (Fermaish)	*piece* 3½ *yards*	150
„ „ blue ground, pene dresses for Persia.	..	144
„ „ blue and yellow grounds, with sprigs	*cent*	3
Velveteens	*piece* 30 *yards*	468
„ printed	..	720
Handkerchiefs, German, red and false colors	*dozen*	72
„ „ fast colors	..	105
„ printed Muslin	*square*	43
Muslin, German, called Chappali	*piece*	150
„ „ „ Ketten	..	60
Nankeens	*cent*	3
„ French and Belgian, Sheitan Beze,		
„ checked and plain, fast colors	*aune*	10½
„ checked and plain, false colors	..	4½
Calicoes, French, ⅞ to 1 pike wide	22 *aunes*	144
Cambrics and Percale, French, Belgian, and Swiss, 1¾ pike wide	11 „ ..	144
Cambrics and Percale, French, Belgian, and Swiss, 1¾ pike wide	16 „ ..	241
Cambrics and Percale, French, Belgian, and Swiss, 2, 2⅛ pikes wide	9½ „ ..	162
„ „ 2, 2⅜ pikes wide	16 „ ..	260
„ „ 2⅜, 2½ „ „	16 „ ..	291
„ „ 3, 3½ „ „	16 „ ..	396
„ „ 4, 4¼ „ „	16 „ ..	536
Handkerchiefs, French, Belgian, and Swiss, fast and false colors, ⅛, ⅜ pike	*dozen*	32
Handkerchiefs, French, Belgian, and Swiss, fast and false colors, 1, 1⅛ pike	„ ..	65
Handkerchiefs, French, Belgian, and Swiss, checked, 1¼, 1⅝	„ ..	108
„ Tulle, embroidered with silk, 1½, 2 pikes wide.	„ ..	1,800
„ „ Gauze and Crape, à fil d'or et lame d'or, fast and false colors	*cent*	3
„ of Muslin and Cambric, striped borders	*dozen*	108
„ „ „ corners embroidered	„ ..	216
„ printed, red, called Bokeia, 2, 2½ pikes	*square*	75
„ „ „ „ 1¾ „	*dozen*	400
„ „ „ „ 1⅛, 1⅜ „	„ ..	172
„ common blue, spotted and plain ground	„ ..	57
„ superior, large and small, in Muslin, called Kalemkiari, superior and good colors	*each* ..	43
„ middling and inferior	*cent* ..	3

		Per	Aspers.
Muslin, Swiss, Sevaspoor,	1⅝, 1¾ pike.....16	*aunes*..	120
,, ,, ,,	1⅝, 1¾ ,, ...16	,, ..	100
,, ,, ,,	1⅛, 1¼ ,, ...16	,, .	90
,, ,, Mermer.....		16 ,, ..	165
,, French, Belgian, and Swiss, brodée en soie, en or, et en argent, ou fleurs, et à ramage		*cent*..	3
,, brodée de Suisse, à bouquet, à fleur, et quadrille, 1¼, 1¾ pike.....		8 *aunes*..	136
Printed Muslins for dresses, from France, all qualities, 1¼, 1½ pike.....		25 to 30 ,, ..	470
Printed Muslins, Belgian and Swiss, all qualities, 1¼, 1½ pike		22 ,, ..	360
Printed Cottons, French, Belgian, and Swiss, for furniture, superior good colors, 1¼, 1⅛ pike,		22 to 26 ,, ..	612
Printed Cottons, French, all qualities, 1¼, 1¾ pike,		22 to 30 ,, ..	350
,, ,, Belgian and Swiss, for dresses, all qualities, 1¼ 1¾ pike.....		22 ,, ..	290
Printed Cottons, French, Belgian, and Swiss, 1¼, 1¾ pike		22 to 25 ,, ..	576
Printed Cottons, ⅞, 1.....		22 ,, ..	414
,, ,, ,, for dresses or furniture, all qualities, ⅞, 1 pike*.....		,, ..	216
Printed Cottons, Bengal stripes, called Sirkely..		*cent*..	3
,, Cotton Furniture, middling and inferior..		,, ..	252
,, ,, Russian.....		36 *pikes*..	280
,, ,, Genoese, small.....		25 *yards*..	216
,, ,, ,, large.....		38 ,, ..	504
India Nankeens.....		*piece of* 9 *pikes*..	54
Woollen Cloth, German, common, narrow, called Reft.....		*piece of* 55 *pikes*..	1,700
Woollen Cloth, German, wide		55 ,, ..	2,850
,, ,, ,, called Reft Albeuf..		55 ,, ..	5,850
,, ,, Mahoot Serails		55 ,, ..	3,520
,, ,, Zefiri 3 Corona corposa Mahoot.		55 ,, ..	4,730
,, ,, German, called Sedan		*cent*..	3
,, ,, French and Belgian			
,, ,, Elbeuf, façon Elbeuf uso Inglese			
,, ,, Sassonia and Lipsica, 2 pesce.		*piece of* 55 *pikes*.	6,105
,, ,, Mahoot a Corona, Zifini, and ,, ,, corposa Grasso.....		..	4,730

* See the end.

	Per	Aspers.
Woollen Cloths, France, Holland, and Belgium, Saya, and Parangon	*piece of* 55 *pikes* ..	10,890
Woollen Cloths, Mahoot Serail	..	3,520
„ „ Londrinis, middling and ordinary	..	2,170
„ „ Sedan	*aune* ..	409
„ „ Paris, superfine	*cent* ..	3
„ „ Russian, to pay Customs on the same footing as other nations, quality for quality.		
Woollen Cloth, Poland ..... 2 *pieces*, 55 *pikes* ..		860
„ „ „ called Aba ..... 2 „ 60 „ ..		1,200
Flannel, common and middling, English ..... 55 „ ..		800
„ fine	*cent* ..	3
Blankets	*each* ..	180
Carpets, English	*pike* ..	66
„ Russian	*each* ..	72
German Cloth, common, 2 pesce	55 *pikes* ..	3,960
Flannel, German ..... 55 „ ..		850
NOTE.—English woollen cloths. All English cloths, similar in quality to those rated in this Tariff by other nations, shall pay those rates; and all other sorts not particularly described, inferior, middling, and superior, to pay 3 per cent.		
Worsted Stuffs, German—		
Shallee Merinos, 1 pike wide	*pike* ..	14
„ „ 2 „ „	„ ..	28
Merinos, 1 pike wide	„ ..	31
„ 2 „ „	„ ..	62
English Shallee, in imitation of Angora, Camblets, Lastings, &c., 1 pike wide	*piece of* 28 *yards* ..	1,080
Shallee, plain, narrow ..... 28 „ ..		378
„ figured ..... 28 „ ..		540
„ printed, 1¾ 2 pikes ..... 28 „ ..		1,260
„ plain, 1¾ 2 „ ..... 28 „ ..		1,080
„ figured, 1¾ 2 „ ..... 28 „ ..		1,224
Moreen, Damask, for curtains, all widths	..	1,332
Shalloons, called Sofi Inglis	..	540
Shawls, French, long and square, in imitation of Cashmere	*cent* ..	3
„ Berlin, with Fringe	*dozen* ..	350
Linen Cloth, German, shirting, of all qualities .. 45 *pikes* ..		1,260
„ „ Swiss, unbleached, 1¾ pikes .... 16 *aunes* ..		234
„ „ „ „ 2, 2⅛ „	„ ..	273
„ „ „ „ 2⅛, 2½ „	„ ..	295

	Per	Aspers.
Linen Cloth, Swiss unbleached, 3¼, 3½ pikes....	16 *aunes*..	396
„ „ „ „ 4, 4½ „	„ ..	475
„ „ Russian, wax or oil..... ..	*piece* ..	720
„ „ „ Mezza Lunetta	„ ..	504
„ „ „ Ravenduk	„ ..	432
„ „ „ called Salcatti, table cover.	24 *pikes* ..	228
„ „ „ „ „ superior ..	36 „ ..	720
„ „ „ „ „ wide & fine. ..	„ ..	640
„ „ „ „ „ narrow	„ ..	320
„ „ Polish, inferior and superior....	60 *pikes* ..	288
Common Bagging, all sorts, in rolls	„ ..	180
„ „ very ordinary.....	*cantar* ..	376
Linen Drills, English, 1 pike wide.....	*yard* ..	36
„ Cloth, called Khamhane, 1½ pike .. .	36 *pikes* ..	900
„ „ „ Ketim Kamha, 1¼ pike ..	36 „ ..	540
Cravattes de Soie, black and other colors, fiche et foulard, en soie, ou en soie et coton.....	*cent* ..	3
Stuffs, Lustrines, gold and silver.....	*pike* ..	216
„ „ richer	„ ..	324
Taffetas, simple, French, Belge, and Swiss, Satin Levantines and Serge, ¾, 1 pike	*aune* ..	50
Taffetas, simple, French, Belge, and Swiss, Satin, 1½, 2 pikes.....	„ ..	100
Taffetas and Satin, French, Belge, and Swiss, à fleur appelée croisé, ¾, 1 pike.....	„ ..	60
Taffetas, à fleur brodée.....	„ ..	100
„ brodée en or.....	*pike* ..	110
Satin, Florence.....	„ ..	54
„ Mantini	„ ..	43
Crape, No. 22, narrow.....	2 *pieces*..	360
„ „ 36, wide.....	2 „ ..	520
Tulle, 2, 2½ pikes.....	*pike* ..	42
„ Silk, checked, 1¼, 1¾ pikes.....	„ ..	32
Velvet, silk.....	„ ..	115
„ simple	„ ..	80
Marocchini	*each skin*..	60
Murena, dry salt fish.....	*oke*..	43
Musk.....	*cent*..	3
Muskets	*each*..	342
Nails, English and Belgium.....	*cantar*..	576
„ Austrian	„ ..	800
„ French, Russian, and Dutch.....	„ ..	666
„ with gilt heads.....	5 *papers*..	54

	Per	Aspers.
Needles	*thousand*	260
„ sewing	50 „	830
Nuts, Pistacchio	*oke*	20
Nutmegs	„	288
Ochre	*cantar*	108
Oil, Olive	*oke*	11
Oil, Linseed	*cantar*	633
Oil of Vitriol	*oke*	11
Oil of Turpentine (Acqua de Rata)	„	25
Paint, prepared	*cent*	3
Paper, English	„	3
„ German de Navigare	*ream*	36
„ „ mangianevi	„	103
„ „ tre lune and leone	„	120
„ „ tre capelli	„	93
„ „ reale	„	288
„ „ imperiale	„	600
„ „ „ soprafine	„	1,500
„ „ d'orato (gilt)	„	255
„ „ coloured	„	180
„ French, au raisin	„	126
„ „ à cloche	„	95
„ „ à lettre	„	180
„ „ à croisette	24 *reams*	684
„ Russian, blue and white	288 *sheets*	108
„ Prussian, post	*ream*	180
„ Genoa	„	1,728
„ Leghorn, luna	„	120
„ „ luna mezzano	„	158
„ „ posta	„	108
Parasols and small Umbrellas	*each*	180
Pearls, false	*packet*, 10 *bdles*	60
Pepper, black	*oke*	19
Pimento	„	15
Pins, common	1,000	18
„ enamelled	*cent*	3
Pistols, Fowling Pieces, &c.	„	3
Pitch and Tar	„	3
Precipitate	*oke*	198
Prussian Blue	„	57
Punk, Esca or Amadou	„	36
„ called Mantar	„	36
Peel, Lemon and Orange	„	10

	Per	Aspers.
Quicksilver	*oke*	160
Raisins, Sicily	*cantar*	396
Razors, German	*dozen*	15
Rhubarb	*oke*	252
Rice, less 20 per cent. on the market value	*cent*	3
Rocou, see "Annatto."		
Rosoglio, Liquors, &c	100 *flasks*	468
Ditto	100 *bottles*	1,000
Rum	*oke*	15
Subadilla	„	36
Sal Ammoniac	„	30
Sarsaparilla	„	60
Salt Fish	*cantar*	360
Saltpetre	„	800
Salts, English	*cent*	3
Salcatti	*dram*	10½
Slates, common, Genoa	*each*	7½
Sardines, barrel of 3 to 4 okes	*barrel*	126
Scissors and Penknives, German	*dozen*	60
„ „ „ Russian	*cent*	3
„ „ „ English Cutlery	„	3
Scythes, large and small (Falci)	*each*	17
Sealing Wax, German	*oke*	72
„ „ French	„	100
Seed, Hemp	*kilo*, 20 *okes*	43
Sheets of Brass, see "Brass Sheets."		
Shagreen, Crimea	*each skin*	25
Shot	*cantar*	540
Segars	*thousand*	450
Silver Spangles and Tinsel	*dram*	15
Shoes, Men's, Prussian, German, and Sicilian	*pair*	82
„ Women's and Boys'	*cent*	3
„ Women's, French and Belgian	*pair*	43
„ Men's „ „	„	95
„ Boys' „ „	„	18
Skins, small, grey, undressed	*thousand*	3,750
„ „ „ from Siberia	„	7,500
„ „ black „	„	5,625
„ „ grey, dressed	*ten skins*	85
„ „ black „	„	120
„ common Ermine, called Lasca	40 *skins*	72
„ Ermine, called Kakoom	„	400
„ Fox, from Azoff	*each*	288

		Per	Aspers.
Skins	Fox, red, first quality	*each*	342
„	„ common	„	90
„	„ black	*pair*	2,500
„	„ white	*each*	43
„	„ in small pieces	*oke*	100
„	„ throats, white	*pair*	36
„	Wolf	*each*	120
„	Hare 100	*skins*	432
„	„ white	*toloom*	90
„	called Carsak	*each*	40
„	black Cat	„	18
„	common Sable, called Zirdura	„	72
„	small pieces of „ „	*oke*	720
„	Lynx	*each*	540
„	Bear	„	180
„	Fuine Sansar	„	45
„	common sable, Susaneuri	„	36
„	Polish, middling and inferior quality,		
„	Samuri	*pair*	270
„	Russian, first quality, Samuri	„	900
„	bellies, Samuri	„	144
„	tails, Samuri	„	40
„	small pieces of Sable, Samuri	*oke*	540
„	feet and small pieces of Sable, Samuri	„	180
„	Aladgia Guedgen	*each*	10
„	small pieces of Fox and Guedgen	*oke*	108
„	Beaver (Castoro)	*each*	90
„	for kalpaks, of Bucaria	„	126
„	„ Zapovia	„	54
„	„ Crimea	„	80
„	„ Russia	„	130
„	Goat	„	36
„	Calf, dressed	*dozen*	1,296
„	„ „ Tuscan	„	200
Snuffers		5 „	288
Soap		*oke*	16
Spangles and Tinsel		*metical*	25
Spectacles, German, in boxes		5 *dozen*	75
„	mounted in metal	*dozen*	60
Spelter, or Zinc		*oke*	10
Spoons, pewter, German		*dozen*	36
Starch (Amido)		*oke*	13
Steel, German, English, and French		*cantar*	540

	Per	Aspers.
Steel, Russian	*cantar* ..	420
Stockings, cotton and linen, English	*dozen* ..	360
„ „ half hose do	„ ..	180
„ „ „ German	„ ..	250
„ „ „ do	„ ..	125
„ woollen, German	„ ..	280
„ „ half hose German	„ ..	140
„ silk, English and French	„ ..	600
„ „ half hose do	„ ..	315
„ woollen, Russian	„ ..	72
„ cotton, Genoa	„ ..	180
„ „ half hose do	„ ..	120
„ „ „ Prussian	„ ..	180
Strings, violin or musical	„ ..	36
Sturgeon, salted	*oke* ..	22
„ „ Medhi	„ ..	30
Sublimate	„ ..	180
Sugar, refined, in loaf	*cantar* ..	1,080
„ „ crushed	„ ..	828
„ Muscovado, all sorts	„ ..	612
Sulphur, rough	„ ..	90
„ in rolls	„ ..	190
Tallow	„ ..	660
Tapes (Cordille)	*cent* ..	3
„ worsted (Cordondini)	*piece* ..	7
Tar and Pitch	*cent* ..	3
„ „ Russian	*cantar* ..	90
Tartar, see "Argol."		
Tea, English	*oke* ..	108
„ Russian	„ ..	540
Teeth, Fish	„ ..	120
„ Elephants'	„ ..	252
Thimbles, brass	*gross* ..	40
Thread, cotton, sewing	*gross of balls* ..	180
„ linen, (Filo de Lino,) Russian	*cantar* ..	700
„ hemp, (Filo de Canapi,) Russian	„ ..	360
„ white, from Chotzin	*oke* ..	54
„ gold, called Klabdon	80 *drams* ..	1,080
„ gold and silver fringe and galloon	*metical* ..	18
„ linen, from Venice	*oke* ..	115
Tin, in bars	*cantar* ..	2,000
„ plates	2 *boxes* ..	1,260
Tongues, salted, and Sausages, Russian	*cantar* ..	475

	Per	Aspers.
Treacle, Venice (Tiriaco)	*oke*	120
Turpentine	„	14
Twine	*cantar*	900
Twist, cotton, grey, Austrian	*oke*	60
„ „ English	„	63
„ „ dyed or bleached	„	90
Toys	*cent*	3
Tiftic, Russian	*oke*	18
Ultramarine	„	18
Umbrellas, silk	*each*	270
„ small, and Parasols	„	180
„ cotton, linen, or oil cloth	*dozen*	684
Verdigrease	*oke*	36
„ refined	„	82
Vermicelli	„	8
Vinegar	*cantar*	108
Vitriol, blue	*oke*	18
Watches, small, silver and metal	*each*	1,650
„ gold, and musical	*cent*	3
Watch glasses	*dozen*	5
Water, Lemon-flower	*cantar*	120
„ Cologne (Eau de Cologne)	6 *flasks*	108
„ Lavender (Eau de Lavande)	100 „	360
Ditto	*bottle*	27
Wax, bees'	*cantar*	2,350
„ Candles	„	3,100
Whet-stones	*each*	12½
Wine, Champagne, Austrian	*bottle*	57
„ „ French	„	43
„ Bordeaux	„	22
„ common, French	*oke*	4½
„ Marsala	„	4½
„ Port	*bottle*	43
„ Madeira and Sherry	„	33
Wire, brass	*oke*	58
„ iron, common, Russian	*cantar*	792
„ „ „ English	„	592
„ „ fine, English	„	900
„ „ „ German	„	800
Wood, Cork	„	154
„ Logwood	„	100
„ Pernambucca	„	1,500
„ Santha Martha	„	378

	Per	Aspers.
Wood, Ebony	*cantar*	540
„ Sandal	„	380
„ Lignum Vitæ	*cent*	3
„ Mahogany	„	3
Wool, sheeps', Russian	*cantar*	360
„ merinos	*oke*	115
Cotton Cloth, Swiss, 3¼, 3½ pikes	16 *aunes*	396
„ „ „ 4¼ „	„	475
„ „ „ 2⅜, 2½ „	„	273
„ „ „ 1⅜ „	„	234
„ „ „ 2⅜, 2½ „	„	295

All non-enumerated goods to pay three per cent. *ad valorem.*

The two per cent. additional Duty on imports, when sold or sent into the interior for sale, in lieu of all other internal Duties, to be reckoned as two-thirds of the rates of the present Tariff.

(Signed) T. N. Black.
„ A. Wright.
„ R. Sarell.

Galata of Constantinople, 27th April 1839.

EXPORTS.

Articles.	Per	Internal Duty. Aspers.	Export Duty. Aspers.
Aniseed, from Cesaria	*oke*	16	5
„ „ Romelia	„	12	4
Butter, produce of Turkey	*quintal*	2,376	792
Boxwood, of all sorts	„	140	47
Boulamatch, a Turkish Sweetmeat. *ad valorem,*	*cent*	9	3
Brandy, or Racci, Turkish	*oke*	37½	12½
Coffee, Mokha	„	129	43
Carubi	*ad valorem, cent*	9	3
Candles, tallow	„	9	3
Colocynth	*oke*	129	43
Cotton Wool, Romelia, Syria, and Cyprus	*quintal*	2,214	738
„ „ Anatolia, all sorts	„	2,554	851
„ „ Egyptian	„	4,276	1,425
Cotton Yarn, from Smyrna, colored	*oke*	237	79
„ „ „ „ white	„	162	54
„ „ from Scio	„	194	64
Copper, in pigs	„	108	36
„ old	„	97	32
„ wrought	„	248	81

EXPORTS. Articles.	Per	Internal Duty. Aspers.	Export Duty. Aspers.
Caps, red, from Tunis, small, fine and coarse	*dozen*	2,160	720
„ „ „ „ large	*parcel of* 4 *caps*	2,160	720
Cheese, of all sorts	*ad valorem, cent*	9	3
Drugs and Dyes :			
Gul Bahar, a red dye so called	*oke*	21	7
Galls, all sorts	*quintal*	3,888	1,296
Gum Dragacanth, fine	*oke*	237	79
„ „ in sorts	„	108	36
„ Arabic, of all sorts	„	81	27
„ Myrrh	„	48	16
Incense	*quintal*	1,944	648
Indigo, from Egypt	*oke*	702	234
Opium	250 *ds. cheque*	1,090	363
„ from Egypt	„	756	252
Orpiment	*oke*	37	12
Saffron, from Anatolia	„	1,458	486
„ „ Romelia	„	378	126
Safflower, from Anatolia	*oke*	162	54
„ „ Egypt	*quintal of* 44 *okes*	5,464	1,821
Gum Sandarach	*oke*	54	18
Madder Roots from Cyprus, Syria, and Tripoly	*quintal*	1,080	360
„ „ „ Anatolia	„	1,944	648
Gum Mastic	*case of* 70 *okes*	21,600	7,200
„ „ picked	*oke*	432	144
Scammony	„	1,836	612
Sal Ammoniac, from Egypt	„	135	45
Senna	„	97	32
Yellow Berries, Anatolia, Cesaria, Iskilip, and other places.	„	303	100
Yellow Berries, Romelia, all sorts	„	59	19
Salep, from Anatolia	„	140	46
„ „ Romelia	*ad valorem, cent*	9	3
Figs, all sorts	„	9	3
Fish, salted, all sorts	„	9	3
Goats' Wool, from Angora and Coniah, all sorts	*oke*	130	43
Grain and Pulse :			
Wheat, from Turkey	*kilo*	150	48
Barley ditto	„	67	23
Indian Corn, from Turkey	„	75	25
Peas, Beans, Lentils, &c	*ad valorem, cent*	9	3
Oats	„	9	3
Rye	*kilo*	75	25
Horns, Buffalo	100 *pairs*	3,240	1,080
„ Ox	„	1,620	540
Honey	*ad valorem, cent*	9	3
Leather :			
Tanned, of Yhiredi	*per skin*	486	162
„ Aidin	„	324	108
„ Buffalo, called Yerly	„	2,160	720

EXPORTS.		Internal Duty.	Export Duty.
ARTICLES.			
Leather, continued—	Per	Aspers.	Aspers.
Tanned, of Egypt	*skin* ..	972	324
Morocco, of Cesaria and Eidin	5 *skins* ..	1,080	360
„ Ouchak, red	6 „ ..	1,296	432
„ Tossia	6 „ ..	1,080	360
„ blue, of Sparta, Conia, Aydinzik, and Nicomedia	*skin* ..	162	54.
„ black, of Ouchak	6 *skins* ..	972	324
„ scarlet, of Erecly and Baluk-Kesser	*skin* ..	270	90
„ red, of Coula and Bergui, large.	„ ..	216	72
„ „ „ „ small.	„ ..	194	65
„ yellow and black, of Coula and Sparta	„ ..	216	72
Leeches	*oke* ..	216	72
Manufactures, Turkish :			
Carpets, Turkoman	*each* ..	1,188	396
„ Smyrna, called Ouchak	*oke* ..	216	72
„ Sedjadés of Kedos, Conia, Zille, Ouchak, and other Sedjadés	*ad valorem, cent* ..	9	3
Horse Cloths	*each* ..	270	90
„ „ from Cyprus, colored	„ ..	216	72
„ „ Carahissar, white and colored.	„ ..	162	54
Hair Thread, and empty Hair Sacks, from Romelia and Anatolia	*oke* ..	102	34
Aghabany, worked, fine	*piece* ..	1,944	648
„ of Bagdad	„ ..	234	108
„ Ustluk	„ ..	270	90
„ „ striped	„ ..	216	72
Aladja, of Damascus and Kitaby	„ ..	1,188	396
„ Aleppo	„ ..	648	216
„ Magnesia	*bale of* 100 *pieces* ..	19,440	6,480
„ Tiré and Bor	*piece* ..	216	72
„ Diarbekir	„ ..	486	162
Bouchassi, white, colored, and mixed with Demizly	*oke* ..	540	180
Sashes, of Hama	*piece* ..	270	90
„ Tripoly	„ ..	2,160	720
„ called Bamry	„ ..	648	216
„ woollen, white and colored, of Caradjalar	*oke* ..	270	90
Shallee, white, of Tossia	*piece* ..	540	180
„ colored	„ ..	648	216
„ and Soff, of Angora, wide and narrow	*piece of* 30 *pico* ..	5,400	1,800
Shawls, called Cardjalar	*piece* ..	162	54
„ „ Tallet	*pair* ..	1,080	360
„ of Tunis, white	*each* ..	237	79
„ Donluk	„ ..	1,350	450

EXPORTS.		Internal Duty.	Export Duty.
ARTICLES.	Per	Aspers.	Aspers.
Shawls, Helaly	*each*	648	216
„ colored	„	648	216
Coutni and Tchiataré of Damascus	*piece*	1,350	540
„ „ Aleppo	„	864	288
„ and Moharé, of Broussa	„	756	252
Cushion Covers, of Broussa, called Beledé.	*pair*	270	90
„ „ and Beledjek, plain	„	540	180
„ „ of Merzifoum	„	324	108
Printed Calicoes of Cyprus, for quilts and table cloths	*piece*	248	83
Printed Calicoes called Fazlá, with bochtcha and cushions	4 *pieces*	302	100
Printed Calicoes for mattrasses	*piece*	302	100
„ „ „ sashes	„	162	54
„ „ „ sofas	*assortment*	1,512	504
„ „ „ of Diarbekir	*piece*	194	65
„ „ „ for quilts and bocassé, of Demizly and Tocat	„	162	54
Ichrams, woollen, white and colored, of Romelia	*oke*	324	108
Handkerchiefs, square, of muslin, of the country, called Nefti Sukery	*per piece of* [100 *squares.*	237	79
Table-cloths and Napkins, plain and embroidered	2 *pieces*	2,700	900
Table-cloths, Sevay and Beldar, plain	*piece*	3,780	1,260
„ „ of Hama, embroidered	*pair*	1,620	540
„ „ „ plain	„	648	216
„ „ Broussa, called Fouta	„	432	144
„ „ Pestemel	„	270	90
„ „ Akbash, do.	„	135	45
„ „ Salonica	„	326	108
Tchitary, hendirety, and Mehemet Chahy.	*piece*	2,160	720
„ of Aleppo	„	756	252
„ Damascus	„	1,350	450
„ Diarbekir	„	648	216
Hassé, common	*piece of* 32 *pikes*	648	216
„ fine Houmayoun	„	1,080	360
„ „ à Voile	15 „	270	90
„ „ of Aleppo	„	540	180
„ „ called Dagh	„	270	90
Woollen Cloth, called Papas Mouhayeri	„	378	126
„ „ „ Tossia do.	*bale of* 90 *pieces.*	21,600	7,200
Cloth of Merzifoun,	6 *pieces of* 100 *pikes each*	8,100	2,700
„ Drama	*oke*	324	108
„ Alayé	*piece of* 18 *pikes*	194	65
„ „	9 „	81	27
„ Malatia	*oke*	270	90
„ Lin	„	270	90

EXPORTS.

Articles.	Per	Internal Duty. Aspers	Export Duty. Aspers.
Cloth, Riza	*oke* ..	1,188	396
„ called Astar of Hamit	„ ..	270	90
„ wide, of Kedos	*bale of* 50 *pieces* ..	6,750	2,250
„ narrow	60 „ ..	5,184	1,728
„ Hamalat, of Tiré	*oke* ..	540	180
„ called Astar, of Cesaria, Nigdé, and Sevas	*piece* ..	194	65
„ of Gueyré	„ ..	216	72
„ Kastambol	*bale of* 60 *pieces* ..	11,664	3,888
„ Tash Kiupré	*piece* ..	162	54
„ Tokat	„ ..	216	72
„ Moussul, colored	„ ..	237	79
„ Minemen	„ ..	140	46
Nuts, Hazel	*quintal*	756	252
Walnuts	*per kilo of* 100 *okes* ..	648	216
Pinepips, in the shell	*oke* ..	43	14
Oil of Roses	*metical of* 1½ *ds* ..	108	36
„ „ Olives	*quintal* ..	1,836	612
Ostrich Feathers	*ad valorem, cent* ..	9	3
Paste for Shoemakers, all sorts	*oke* ..	37	12
„ made of Raisins, called Keuftu	*quintal* ..	1,080	360
Petmes	*ad valorem, cent* ..	9	3
Potargo	„ ..	9	3
Raisins, called Sultané Carabourny	*quintal* ..	1,620	540
„ „ „ Tchesmé and Yerly	„ ..	1,296	432
„ „ „ Vourla	„ ..	1,512	504
„ „ Rezaky, of Vourla, Tchesmé, Aidin, Menteche, and Yerly	„ ..	756	252
„ called Rezaky of Carabournu	„ ..	972	324
„ „ „ Beylergi	„ ..	432	144
„ „ Black	„ ..	367	122
„ „ Currants	„ ..	1,620	540
„ „ Stanchio and Samos	„ ..	345	115
Rice, from Egypt, Philipopoly, Trebizond, and other places	*ad valorem, cent* ..	9	3
Seed, Cummin	*oke* ..	21	7
„ Hemp	*kilo of* 20 *okes* ..	140	47
„ Linseed	„ ..	194	65
„ Sesame	„ ..	302	100
„ called Mehlep	*oke* ..	54	18
Saltpetre and Natron, from Egypt	*ad valorem, cent* ..	9	3
Soap	*quintal* ..	1,836	612
Silk pods, or Straccia	*ad valorem, cent* ..	9	3
Staves	*cent* ..	9	3
Schiuma di Mare	*case* ..	5,400	1,800
Sponges	*ad valorem, cent* ..	9	3
Skins, Goat, Angora	*each* ..	378	126
„ Sheep and Goat	„ ..	48	16
„ Lamb and Kid	„ ..	27	9

EXPORTS. Articles.	Per	Internal Duty. Aspers	Export Duty. Aspers.
Skins, Hare, from Asia	*per* 100	1,728	576
„ „ „ Romelia	„	918	306
„ Sheep, dyed	*each*	140	46
„ „ dressed, of Adà	„	54	18
„ „ Buffalo and Ox, dry and salted, large and small	*ad valorem*, cent.	9	3
Silk, Broussa and Sandjacks of Hudavendigiur, Saroukan, Carassi, and Kodjayly	*oke*	2,160	720
„ Salonica, Tricala, and Yanina	„	2,160	720
„ Adrianople and Ternova	„	2,160	720
„ Amassia	„	2,160	720
„ Payambol and Sandjacks, of Aidin, Seghala, and Mentichi	„	1,620	540
„ Syria and Cyprus	„	1,296	432
Timber, all sorts	*ad valorem*, cent.	9	3
Thread, for nets	*oke*	270	90
„ in skeins	„	243	81
„ Flax from Anatolia	„	86	28
„ from Hamit	„	216	72
„ „ Argatch	„	54	18
„ „ Kestembol and Alayé	„	135	45
„ „ Tiré	„	270	90
„ „ Dardanelles	„	135	45
„ „ Caradjalar	„	216	72
„ „ Keleb and Surminé	„	162	54
„ „ Marcula	„	135	45
Tongues, smoked Sausages, and dried Meats, of all sorts	*ad valorem*, cent.	9	3
Tallow, yellow and white, of Wallachia, Moldavia, and other Turkish provinces	*quintal*	2,019	673
Tobacco in leaves, called Gheubeck, in bohtchas	*oke*	90	30
Tobacco in bohtchas of linen cloth	„	66	22
„ „ Ermié in bohtchas	„	66	22
„ „ „ bales	„	56	19
„ of Bafra, Samsoun, Coumari, Pirsichan, Basma, and other places	„	56	19
Thread, white, of Manassin	*ad valorem*, cent.	9	3
Valonea, all sorts	*quintal*	720	240
Wool, sheeps', fine and coarse	„	2,214	738
Wax, bees'	*oke*	200	67
Wine, of Cyprus (Commanderia)	„	54	18
„ all sorts, of the Ottoman Empire	„	15½	5½

All non-enumerated goods to pay 9 per cent. internal Duty and 3 per cent. export Duty.

(Signed) T. N. Black.
R. Sarell.
A. Wright.

Galata of Constantinople,
27*th April* 1839.

CONVENTION

BETWEEN

GREAT BRITAIN, AUSTRIA, PRUSSIA, RUSSIA, AND TURKEY,

FOR THE

PACIFICATION OF THE LEVANT.

Signed at LONDON, *July 15th* 1840.

IN THE NAME OF THE MOST MERCIFUL GOD.

His Highness the Sultan having addressed himself to their Majesties the Queen of the United Kingdom of Great Britain and Ireland, the Emperor of Austria, King of Hungary and Bohemia, the King of Prussia, and the Emperor of all the Russias, to ask their support and assistance in the difficulties in which he finds himself placed by reason of the hostile proceedings of Mahomed Aleè, Pacha of Egypt,—difficulties which threaten with danger the integrity of the Ottoman Empire, and the independence of the Sultan's throne,—their said Majesties, moved by the sincere friendship which subsists between them and the Sultan, animated by the desire of maintaining the integrity and independence of the Ottoman Empire as a security for the peace of Europe, faithful to the Engagement which they contracted by the Collective Note presented to the Porte by their Representatives at Constantinople, on the 27th of July 1839, and desirous, moreover, to prevent the effusion of blood which would be occasioned by a continuance of the hostilities which have recently broken out in Syria between the authorities of the Pacha of Egypt and the subjects of the Sultan, their said Majesties and His Highness the Sultan have resolved, for the aforesaid purposes, to conclude together a Convention, and they have therefore named as their Plenipotentiaries, that is to say;

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honorable HENRY JOHN VISCOUNT PALMERSTON, BARON TEMPLE, a Peer of Ireland, a Member of Her Britannic Majesty's Most Honorable Privy Council, Knight Grand Cross of the Most Honorable Order of the Bath, a Member of Parliament, and Her Principal Secretary of State for Foreign Affairs;

His Majesty the Emperor of Austria, King of Hungary and Bohemia, the Sieur PHILIP, BARON DE NEUMANN, Commander of the Order of Leopold of Austria, decorated with the Cross for Civil Merit, Commander of the Orders of the Tower and Sword of Portugal, of the Southern Cross of Brazil, Knight Grand Cross of the Order of St. Stanislaus of the Second Class of Russia, His Aulic Councillor, and His Plenipotentiary to Her Britannic Majesty;

His Majesty the King of Prussia, the Sieur HENRY WILLIAM, BARON DE BULOW, Knight of the Order of the Red Eagle of the First Class of Prussia, Grand Cross of the Orders of Leopold of Austria, and of the Guelphs of Hanover, Knight Grand Cross of the Orders of St. Stanislaus of the Second Class, and of St. Wladimir of the Fourth Class of Russia, Commander of the Order of the Falcon of Saxe Weimar, His Chamberlain, Actual Privy Councillor, Envoy Extraordinary, and Minister Plenipotentiary to Her Britannic Majesty;

His Majesty the Emperor of all the Russias, the Sieur PHILIP, BARON DE BRUNNOW, Knight of the Order of St. Anne of the First Class, of St. Stanislaus of the First Class, of St. Wladimir of the Third, Commander of the Order of St. Stephen of Hungary, Knight of the Order of the Red Eagle, and of St. John of Jerusalem, His Privy Councillor, Envoy Extraordinary, and Minister Plenipotentiary to Her Britannic Majesty;

And His Majesty the Most Noble, Most Powerful, and Most Magnificent Sultan Abdul Mujeed, Emperor of the Ottomans, CHEKIB EFFENDI, decorated with the Nichan Iftekhar of the First Class, Beylikdgi of the Imperial Divan, Honorary Councillor of the Department for Foreign Affairs, His Ambassador Extraordinary to Her Britannic Majesty;

Who, having reciprocally communicated to each other their full powers, found to be in good and due form, have agreed upon and signed the following Articles:—

ARTICLE I.

His Highness the Sultan having come to an Agreement with their Majesties the Queen of the United Kingdom of Great Britain and Ireland, the Emperor of Austria, King of Hungary and Bohemia, the King of Prussia, and the Emperor of all the Russias, as to the conditions of the Arrangement which it is the intention of His Highness to grant to Mahomed Alee, conditions which are specified in the separate Act hereunto annexed, their Majesties engage to act in perfect accord, and to unite their efforts in order to determine Mahomed Alee to conform to that arrangement; each of the High Contracting Parties reserving to itself to co-operate for that purpose, according to the means of action which each may have at its disposal.

ARTICLE II.

If the Pacha of Egypt should refuse to accept the above-mentioned arrangement, which will be communicated to him by the Sultan, with the concurrence of their aforesaid Majesties, their Majesties engage to take, at the request of the Sultan, measures concerted and settled between them, in order to carry that arrangement into effect. In the meanwhile, the Sultan having requested his said Allies to unite with him in order to assist him to cut off the communication by sea between Egypt and Syria, and to prevent the transport of troops, horses, arms, and warlike stores of all kinds, from the one province to the other, their Majesties the Queen of the United Kingdom of Great Britain and Ireland, and the Emperor of Austria, King of Hungary and Bo-

hemia, engage to give immediately, to that effect, the necessary orders to their Naval Commanders in the Mediterranean. Their said Majesties further engage that the Naval Commanders of their Squadrons shall, according to the means at their command, afford, in the name of the Alliance, all the support and assistance in their power to those subjects of the Sultan who may manifest their fidelity and allegiance to their Sovereign.

ARTICLE III.

If Mahomed Alee, after having refused to submit to the conditions of the arrangement above-mentioned, should direct his Land or Sea Forces against Constantinople, the High Contracting Parties, upon the express demand of the Sultan, addressed to their Representatives at Constantinople, agree, in such case, to comply with the request of that Sovereign, and to provide for the defence of his throne by means of a co-operation agreed upon by mutual consent, for the purpose of placing the two Straits of the Bosphorus and Dardanelles, as well as the Capital of the Ottoman Empire, in security against all aggression.

It is further agreed, that the Forces which, in virtue of such concert, may be sent as aforesaid, shall there remain so employed as long as their presence shall be required by the Sultan; and when His Highness shall deem their presence no longer necessary, the said Forces shall simultaneously withdraw, and shall return to the Black Sea and to the Mediterranean, respectively.

ARTICLE IV.

It is, however, expressly understood, that the co-operation mentioned in the preceding Article, and destined to place the Straits of the Dardanelles and of the Bosphorus, and the Ottoman Capital, under the temporary safeguard of the High Contracting Parties against all aggression of Mahomed Alee, shall be considered only as a measure of exception adopted at the express demand of the Sultan, and solely for his defence in the single case above-mentioned; but it is agreed, that such measure shall not derogate in any degree from the ancient rule of the Ottoman Empire, in virtue of which it has in all times been prohibited for ships of war of Foreign Powers to enter the Straits of the Dardanelles and of the Bosphorus. And the Sultan on the one hand hereby declares, that, excepting the contingency above-mentioned, it is his firm resolution to maintain in future this principle invariably established as the ancient rule of his Empire; and as long as the Porte is at peace, to admit no foreign ship of war into the Straits of the Bosphorus and of the Dardanelles; on the other hand, their Majesties the Queen of the United Kingdom of Great Britain and Ireland, the Emperor of Austria, King of Hungary and Bohemia, the King of Prussia, and the Emperor of all the Russias, engage to respect this determination of the Sultan, and to conform to the above-mentioned principle.

ARTICLE V.

The present Convention shall be ratified, and the ratifications thereof shall be exchanged at London at the expiration of two months, or sooner, if possible.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereto the Seals of their Arms.

Done at London, the fifteenth day of July, in the year of our Lord one thousand eight hundred and forty.

(L. S.) PALMERSTON. (L. S.) CHEKIB.

(L. S.) NEUMANN.

(L. S.) BULOW.

(L. S.) BRUNNOW.

SEPARATE ACT *annexed to the Convention concluded at London on the 15th of July* 1840, *between the Courts of Great Britain, Austria, Prussia, and Russia, on the one part, and the Sublime Ottoman Porte on the other.*

His Highness the Sultan intends to grant, and to cause to be notified to Mahomed Alee, the conditions of the arrangement hereinafter detailed:—

§ 1.

His Highness promises to grant to Mahomed Alee, for himself and for his descendants in the direct line, the administration of the Pachalic of Egypt; and His Highness promises, morever, to grant to Mahomed Alee for his life, with the title of Pacha of Acre, and with the Command of the Fortress of St. John of Acre, the administration of the Southern part of Syria, the limits of which shall be determined by the following line of demarcation:—

This line, beginning at Cape Ras-el-Nakhora, on the coast of the Mediterranean, shall extend direct from thence as far as the mouth of the River Seizaban, at the Northern extremity of the Lake of Tiberias; it shall pass along the Western shore of that Lake; it shall follow the right bank of the River Jordan, and the Western shore of the Dead Sea; from thence it shall extend straight to the Red Sea, which it shall strike at the Northern point of the Gulf of Akaba; and from thence it shall follow the Western shore of the Gulf of Akaba, and the Eastern shore of the Gulf of Suez, as far as Suez.

The Sultan, however, in making these offers, attaches thereto the condition, that Mahomed Alee shall accept them within the space of ten days after communication thereof shall have been made to him at Alexandria, by an Agent of

His Highness; and that Mahomed Alee shall, at the same time, place in the hands of that Agent the necessary instructions to the Commanders of his sea and land forces, to withdraw immediately from Arabia, and from all the Holy Cities which are therein situated; from the Island of Candia; from the district of Adana; and from all other parts of the Ottoman Empire which are not comprised within the limits of Egypt, and within those of the Pachalic of Acre, as above defined.

§ 2.

If within the space of ten days, fixed as above, Mahomed Alee should not accept the above-mentioned arrangement, the Sultan will then withdraw the offer of the life administration of the Pachalic of Acre; but His Highness will still consent to grant to Mahomed Alee, for himself and for his descendants in the direct line, the administration of the Pachalic of Egypt, provided such offer be accepted within the space of the ten days next following, that is to say, within a period of twenty days, to be reckoned from the day on which the communication shall have been made to him; and provided that in this case also he places in the hands of the Agent of the Sultan the necessary instructions to his Military and Naval Commanders to withdraw immediately within the limits, and into the ports of the Pachalic of Egypt.

§ 3.

The annual tribute to be paid to the Sultan by Mahomed Alee, shall be proportioned to the greater or less amount of territory of which the latter may obtain the administration, according as he accepts the first or the second alternative.

§ 4.

It is, moreover, expressly understood, that, in the first as in the second alternative, Mahomed Alee (before the expiration of the specified period of ten or of twenty days), shall be bound to deliver up the Turkish Fleet, with the whole of its crews and equipments, into the hands of the Turkish Agent who shall be charged to receive the same. The Commanders of the Allied Squadrons shall be present at such delivery.

It is understood, that in no case can Mahomed Alee carry to account, or deduct from the tribute to be paid to the Sultan, the expenses which he has incurred in the maintenance of the Ottoman Fleet, during any part of the time it shall have remained in the ports of Egypt.

§ 5.

All the Treaties, and all the Laws of the Ottoman Empire, shall be applicable to Egypt, and to the Pachalic of Acre, such as it has been above defined, in the same manner as to every other part of the Ottoman Empire. But the Sultan consents, that on condition of the regular payment of the tribute abovementioned, Mahomed Alee and his descendants shall collect, in the name of the Sultan, and as the delegate of His Highness, within the Provinces, the administration of which shall be confided to them, the taxes and imposts legally established. It is moreover understood, that in consideration of the receipt of

the aforesaid taxes and imposts, Mahomed Alee and his descendants shall defray all the expenses of the Civil and Military administration of the said Provinces.

§ 6.

The Military and Naval forces which may be maintained by the Pacha of Egypt and Acre, forming part of the forces of the Ottoman Empire, shall always be considered as maintained for the service of the State.

§ 7.

If, at the expiration of the period of twenty days after the communication shall have been made to him (according to the stipulation of § 2), Mahomed Alee shall not accede to the proposed arrangement, and shall not accept the hereditary Pachalic of Egypt, the Sultan will consider himself at liberty to withdraw that offer, and to follow, in consequence, such ulterior course as his own interests and the counsels of his Allies may suggest to him.

§ 8.

The present separate Act shall have the same force and validity as if it were inserted, word for word, in the Convention of this date. It shall be ratified, and the ratifications thereof shall be exchanged at London at the same time as those of the said Convention.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereto the Seals of their Arms.

Done at London, the fifteenth day of July, in the year of our Lord one thousand eight hundred and forty.

(L. S.) PALMERSTON. (L. S.) CHEKIB.

(L. S.) NEUMANN.

(L. S.) BULOW.

(L. S.) BRUNNOW.

PROTOCOL *signed at London, on the* 15*th of July* 1840, *by the Plenipotentiaries of*
GREAT BRITAIN;
AUSTRIA;
PRUSSIA;
RUSSIA; and
TURKEY.

In affixing his signature to the Convention of this date, the Plenipotentiary of the Sublime Ottoman Porte declared;

That in recording, by Article IV. of the said Convention, the ancient rule of the Ottoman Empire, by virtue of which it has been at all times forbidden to foreign Vessels of War to enter within the Straits of the Dardanelles and of the Bosphorus, the Sublime Porte reserves to itself, as heretofore, to deliver passes to light Vessels under Flag of War, which may be employed, according to custom, for the service of the Correspondence of the Legations of Friendly Powers.

The Plenipotentiaries of the Courts of Great Britain, Austria, Prussia, and Russia took note of the above Declaration, for the purpose of communicating it to their respective Courts.

(Signed) PALMERSTON.
NEUMANN.
BULOW.
BRUNNOW.
CHEKIB.

RESERVED PROTOCOL *signed at London on the 15th of July* 1840, *by the Plenipotentiaries of* GREAT BRITAIN; AUSTRIA; PRUSSIA; RUSSIA; and TURKEY.

The Plenipotentiaries of the Courts of Great Britain, Austria, Prussia, Russia, and Turkey, having, in virtue of their full Powers, concluded and signed this day a Convention between their respective Sovereigns, for the pacification of the Levant;

Considering that, in consequence of the distances which separate the Capitals of their respective Courts, a certain space of time must necessarily elapse before the ratifications of the said Convention can be exchanged, and before Orders founded thereupon can be carried into execution;

And the said Plenipotentiaries being deeply impressed with the conviction that, by reason of the present state of things in Syria, the interests of humanity, as well as the grave considerations of European policy, which constitute the object of the common solicitude of the contracting parties to the Convention of this day, imperiously require that, as far as possible, all delay should be avoided in the accomplishment of the pacification which the said Convention is intended to effect;

The said Plenipotentiaries, in virtue of their full Powers, have agreed that the preliminary measures mentioned in Article II. of the said Convention, shall

be carried into execution at once, without waiting for the exchange of the ratifications; the respective Plenipotentiaries recording formally, by the present Instrument, the consent of their Courts to the immediate execution of these measures.

It is moreover agreed between the said Plenipotentiaries that His Highness the Sultan will proceed immediately to address to Mahomed Alee the communication and offers specified in the separate Act annexed to the Convention of this day.

It is further agreed that the Consular Agents of Great Britain, Austria, Prussia, and Russia at Alexandria shall place themselves in communication with the Agent whom His Highness may send thither to communicate to Mahomed Alee the abovementioned offers; that the said Consuls shall afford to that Agent all the assistance and support in their power; and shall use all their means of influence with Mahomed Alee, in order to persuade him to accept the arrangement which will be proposed to him by order of *His Highness* the Sultan.

The Admirals of the respective Squadrons in the Mediterranean shall be instructed to place themselves in communication with the said Consuls on this subject.

(Signed) PALMERSTON.
„ NEUMANN.
„ BULOW.
„ BRUNNOW.
„ CHEKIB.

PROTOCOL *of a Conference held at London the 17th of September* 1840.

PRESENT,
The Plenipotentiaries of
GREAT BRITAIN;
AUSTRIA;
PRUSSIA;
RUSSIA; and
TURKEY;

The Plenipotentiaries of the Courts of Great Britain, Austria, Prussia, and Russia, after having exchanged the ratifications of the Convention concluded on the 15th of July last, have resolved, in order to place in its true light the disinterestedness which has guided their Courts in the conclusion of that Act, to declare formally;

That in the execution of the engagements resulting to the Contracting Powers from the abovementioned Convention, those Powers will seek no augmentation of territory, no exclusive influence, no commercial advantage for their subjects, which those of every other Nation may not equally obtain.

The Plenipotentiaries of the Courts above mentioned have resolved to record this Declaration in the present Protocol.

The Plenipotentiary of the Ottoman Porte, in paying a just tribute to the good faith and disinterested policy of the Allied Courts, has taken cognizance of the Declaration contained in the present Protocol, and has undertaken to transmit it to his Court.

(Signed) PALMERSTON.
„ NEUMANN.
„ SCHLEINITZ.
„ BRUNNOW.
„ CHEKIB.

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*CONVENTION

BETWEEN

GREAT BRITAIN, AUSTRIA, FRANCE, PRUSSIA, RUSSIA, AND TURKEY.

Respecting the Straits of the Dardanelles and of the Bosphorus.

Signed at LONDON, *July* 13*th* 1841.

IN THE NAME OF THE MOST MERCIFUL GOD.

Their Majesties, the Queen of the United Kingdom of Great Britain and Ireland; the Emperor of Austria, King of Hungary and Bohemia; the King of the French; the King of Prussia; and the Emperor of all the Russias; persuaded that their union and good understanding offer to Europe the most certain pledge of the preservation of the general peace, which is the constant object of their solicitude; And their said Majesties, desiring to afford evidence of this wish, in giving to His Highness the Sultan a manifest proof of the respect which they entertain of the inviolability of his sovereign rights, as well as

* There being no English version of this Convention on the Records of the Bombay Government, this translation has been made by the Compiler, from a French version.

their sincere desire to see the tranquillity of his Empire put on a permanent basis, their said Majesties have resolved to accede to the solicitation of His Highness the Sultan, in order to declare simultaneously, by a formal Act, their unanimous determination to conform to the ancient law of the Ottoman Empire, according to which the passage of the Straits of the Dardanelles and of the Bosphorus should always be closed against Foreign Vessels of War, so long as the Porte remains at peace.

Their said Majesties on the one part, and His Highness the Sultan on the other, having resolved to conclude between them a Convention on this subject, have nominated for this purpose as their Plenipotentiaries, that is to say:—

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland,—the Right Hon'ble HENRY JOHN VISCOUNT PALMERSTON, Baron Temple, a Peer of Ireland, a Member of Her Britannic Majesty's Most Hon'ble Privy Council, Knight Grand Cross of the Most Honorable Order of the Bath, a Member of Parliament of the United Kingdom, and Her Britannic Majesty's Principal Secretary of State for Foreign Affairs.

His Majesty the Emperor of Austria, King of Hungary and Bohemia,—the Sieur PAUL PRINCE ESTERHAZY OF GALANTHA, Count of Edelstett, Knight of the Golden Fleece, Grand Cross of the Royal Order of St. Stephen, Knight of the Orders of St. Andrew, of St. Alexander Newsky, and of St. Ann of the first class, Knight of the Order of the Black Eagle, Grand Cross of the Order of the Bath, and of the Guelphic Orders of Hanover, of St. Ferdinand, and of Merit of Sicily, and of Christ of Portugal; Chamberlain, Actual Privy Councillor of His Majesty the Emperor of Austria, and his Ambassador Extraordinary, and Plenipotentiary to Her Britannic Majesty,—and the Sieur PHILIPPE BARON DE NEUMANN, Commander of the Order of Leopold of Austria, decorated with the Cross for Civil Merit, Commander of the Orders of the Tower, and Sword of Portugal, of the Southern Cross of Brazil, Knight Grand Cross of the Order of St. Stanislaus of the first class of Russia, His Aulic Councillor, and Plenipotentiary to Her Britannic Majesty.

His Majesty the King of the French,—the Sieur FRANÇOIS ADOLPHE, BARON DE BOURQUENEY, Commander of the Royal Order of the Legion of Honor, Maitre des Requêtes in his Council of State, his Chargé d'Affaires, and Plenipotentiary in London.

His Majesty the King of Prussia,—the Sieur HENRY WILLIAM BARON DE BULOW, Knight of the Order of the Red Eagle of the first class of Prussia, Grand Cross of the Orders of Leopold of Austria, of St. Ann of Austria, and of the Guelphs of Hanover, Knight of the Order of St. Stanislaus of the second class, and of St. Wladimir of the fourth class of Russia, Commander of the Order of the White Falcon of Saxe Weimar, his Chamberlain, Actual Privy Councillor, Envoy Extraordinary, and Minister Plenipotentiary to Her Britannic Majesty.

His Majesty the Emperor of all the Russias,—the Sieur PHILIPPE BARON DE BRUNNOW, Knight of the Order of the White Eagle of St. Ann of the first class,

of St. Stanislaus of the first class, of St. Wladimir of the third, Commander of the Order of St. Stephen of Hungary, Knight of the Order of the Red Eagle, and of St. John of Jerusalem, his Privy Councillor, Envoy Extraordinary, and Minister Plenipotentiary to Her Britannic Majesty.

And His Majesty the Most Noble, Most Powerful, and Most Magnificent Sultan Abdul Medjed, Emperor of the Ottomans,—CHEKIB EFFENDI, decorated with the Nichan Iftihar of the first class, Beylikdgi of the Imperial Divan, Honorary Councillor of the Department for Foreign Affairs, his Ambassador Extraordinary to Her Britannic Majesty.

Who, having reciprocally communicated to each other their full powers, found to be in good and due form, have determined upon and signed the following Articles :—

ARTICLE I.

His Highness the Sultan, on the one part, declares that he has firmly resolved to maintain for the future the principle invariably established as the ancient rule of His Empire, and in virtue of which it has ever been prohibited for ships of war of Foreign Powers to enter into the Straits of the Dardanelles and of the Bosphorus; and that so long as the Porte continues in peace, His Highness will not admit any strange vessel of war into the said Straits.

And their Majesties, the Queen of the United Kingdom of Great Britain and Ireland; the Emperor of Austria; King of Hungary and Bohemia; the King of the French; the King of Prussia; and the Emperor of all the Russias; on the other part, engage to respect this determination, and to conform themselves to the principle above declared.

ARTICLE II.

It is understood that in admitting the inviolability of the ancient rule of the Ottoman Empire mentioned in the preceding Article, the Sultan reserves to himself, as heretofore, to deliver passes to light Vessels under Flag of War, which may be employed according to custom for the service of the Legations of Friendly Powers.

ARTICLE III.

His Highness the Sultan reserves to himself to bring the present Convention to the notice of all the Powers with whom the Sublime Porte may be on terms of friendship, and in inviting them to agree thereto.

ARTICLE IV.

The present Convention shall be ratified, and the ratifications shall be exchanged at London at the expiration of two months, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed, and affixed hereto the Seals of their Arms.

Done at London, the thirteenth day of July, in the year of our Lord One thousand eight hundred and forty-one.

(Signed)

L. S. PALMERSTON.

L. S. CHEKIB.

L. S. ESTERHAZY.

L. S. NEUMANN.

L. S. BOURQUENEY.

L. S. BULOW.

L. S. BRUNNOW.

VAUN.

ENGAGEMENT *entered into by the Chief of Vaun, dated 21st September* 1822, *to prohibit the Transit of Opium through his Territory.*

The orders of the Sirkar being that no Opium shall be allowed to pass through the country subject to their control, I, Rana Zalim Singh, do hereby engage to the Sirkar that no Opium shall be allowed to pass the limits of my District.

A Public Notification has been already issued to my Nakadars to that effect, but I now repeat my determination to use every exertion to put an entire stop to the transport of Opium through my Talooka; and, because Merchants and others may conceal Opium among other commodities, all Packages shall be strictly examined previous to their being permitted to pass, and should any Opium be found in them, it shall be immediately confiscated. In this matter I will not fail.

I beg the favor that the Sirkar may be pleased to direct the Mehta stationed at this place to give his aid in the detection and prevention of the transit of Opium.

(True Translate.)

(Signed) WILLIAM MILES,
Major.

WANKANEER.

Translation of a Note addressed by THAKOOR SIRDAR SING, *of Wankaneer, to* A. REMINGTON, *Esq., Officiating 1st Assistant Political Commissioner for Guzerat, dated Vysack Shood 7th Sumvut* 1896, *or the 8th May* 1840.

Having taken into consideration the subject brought to my notice, regarding the abolition of Suttee, I will prohibit the practice in my Districts, and make suitable arrangements for its discontinuance.

(Signed) SIRDAR SING.

(True Translation.)

(Signed) A. REMINGTON,

Officiating 1st Assistant Political Commissioner.

WARYE.

ENGAGEMENT *entered into, in September* 1822, *by the Chief of Warye, for prohibiting the Transit of Opium through his Territory.*

MEMORANDUM.—This Engagement, being precisely similar to that agreed to by the Chief of Vaun, entered at page 890, is not repeated in this place.

WOW.

ENGAGEMENT *entered into, in September* 1822, *by the Chief of Wow, for prohibiting the Transit of Opium through his Territory.*

MEMORANDUM.—This Engagement being precisely similar to the foregoing, is not repeated in this place.

THE END.

SUPPLEMENT.

PORTUGAL.

*TREATY
BETWEEN
HER BRITANNIC MAJESTY
AND
THE QUEEN of PORTUGAL
FOR
THE SUPPRESSION
OF THE
TRAFFIC IN SLAVES.

Signed at Lisbon, July 3rd 1842.

Their Majesties the Queen of the United Kingdom of Great Britain and Ireland, and the Queen of Portugal and the Algarves, being earnestly desirous of putting an immediate end to the barbarous and piratical practice of transporting the Natives of Africa across the sea, for the purpose of consigning them to Slavery; and Their said Majesties considering that this infamous practice was declared to be a highly penal crime by the law of Great Britain, in the year one thousand eight hundred and seven, and has likewise been prohibited, under severe penalties, by the law of Portugal, in December one thousand eight hundred and thirty-six; and their said Majesties being of opinion, that in order the more completely to prevent for the future the perpetration of this crime, and to render more effectual the operation of the laws enacted in each country for its punishment, it will be expedient to establish Regulations of Maritime Police, and to constitute Colonial Commissions, to which Regulations and

* The only Copy of this Treaty in the possession of the Bombay Government, did not reach Bombay until after the whole of the preceding sheets had been printed. This Treaty is therefore printed in the form of a Supplement to this Compilation.

Commissions Vessels navigating under the flag of either party, and not belonging to one or the other of the Royal Navies, shall be amenable; Their said Majesties have resolved to conclude a Treaty for this purpose, and have accordingly named as their Plenipotentiaries, that is to say, Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, CHARLES AUGUSTUS, LORD HOWARD DE WALDEN, a Peer of the United Kingdom of Great Britain and Ireland, Knight Grand Cross of the Most Illustrious Order of the Bath, Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty at the Court of Her Most Faithful Majesty, &c. &c. &c.; and Her Majesty the Queen of Portugal and Algarves, DON PEDRO DE SOUZA HOLSTEIN, Duke of Palmella, President for Life of the Chamber of Peers, Councillor of State, Grand Cross of the Order of Christ, and of the Tower and Sword, Captain of the Royal Guard of Archers, Knight of the Distinguished Order of the Golden Fleece, and Grand Cross of the Orders of Charles III. in Spain, of the Legion of Honor in France, of Saint Alexander Newsky in Russia, Knight of the Order of St. John of Jerusalem, Count of Sanfré in Piemont, Minister and Honorary Secretary of State, &c. &c. &c.; who, having communicated to each other their respective full powers, found to be in due and proper form, have agreed upon the following Articles:—

ARTICLE I.

The two High Contracting Parties mutually declare to each other, that the infamous and piratical practice of transporting the Natives of Africa by sea, for the purpose of consigning them to Slavery, is, and shall for ever continue to be, a strictly prohibited and highly penal crime, in every part of their respective Dominions, and for all the Subjects of their respective Crowns.

ARTICLE II.

The two High Contracting Parties mutually consent that those Ships of their Royal Navies respectively, which shall be provided with special Instructions, as hereinafter mentioned, may visit and search such Vessels of the two Nations as may, upon reasonable grounds, be suspected of being engaged in transporting Negroes for the purpose of consigning them to Slavery, or of having been fitted out for that purpose, or of having been so employed during the voyage in which they are met by the said Cruizers; and the said High Contracting Parties also consent, that such Cruizers may detain and send or carry away such Vessels, in order that they may be brought to trial in the manner hereinafter agreed upon; and in order to fix the reciprocal right of search, in such a manner as shall be adapted to the attainment of the objects of this Treaty, and shall at the same time prevent doubts, disputes, and complaints, it is agreed that the said right of search shall be exercised in the manner and according to the Rules following:—

First.—It shall never be exercised except by Vessels of War, authorized expressly for that purpose, according to the Stipulations of this Treaty.

Second.—In no case shall the right of search be exercised with respect to a Vessel of the Royal Navy of either of the two Powers.

Third.—Whenever a Vessel is searched by a Ship of War, the Commander of such Ship of War shall, immediately upon coming on board the Vessel which is to be so searched, and before he begins the search, exhibit to the Commander of the Vessel which is to be searched, the document by which he is duly authorized to make the search; and he shall deliver to the said Commander of the Vessel which is to be searched, a Certificate signed by himself, stating his rank in the Naval Service of his country, and the name of the Ship of War which he commands; and this Certificate shall also declare, that the only object of the search is to ascertain, whether the Vessel to be searched is employed in transporting Negroes or others in order to consign them to Slavery, or is fitted up for such purpose. When the search is made by an Officer of the Cruizer who is not the Commander thereof, such Officer shall proceed strictly in the same manner as if he were the Commander, after having exhibited to the Captain of the Vessel to be searched, a copy of the above-mentioned document, signed by the Commander of the Cruizer; and he shall, in like manner, deliver a Certificate, signed by himself, stating his rank in the Royal Navy, the name of the Commander by whose orders he proceeds to make the search, that of the Cruizer in which he sails, and the object of the search, as has been already laid down. If it appears from the search that the papers of the Vessel are in regular order, and that the Vessel is employed for lawful purposes, the Officer shall enter in the log-book of the Vessel, that the search has been made in pursuance of the aforesaid special orders; and the Vessel shall be left at liberty to pursue her voyage.

Fourth.—The rank of the Officer who makes the search must not be lower than that of Lieutenant of the Royal Navy, unless he be the Officer who shall at the time be second in Command of the searching Vessel; or unless the Command shall, by reason of death or otherwise, be held by an Officer of inferior rank.

Fifth.—The reciprocal right of search and detention shall not be exercised within the Mediterranean Sea, nor within the Seas in Europe which lie without the Straits of Gibraltar, and to the Northward of the thirty-seventh parallel of North latitude, and within and to the Eastward of the Meridian of longitude twenty degrees West of Greenwich.

Article III.

In order to regulate the mode of carrying the provisions of the preceding Article into execution, it is agreed:—

First.—That all Ships of the Royal Navies of the two Nations, which shall be hereafter employed to prevent the transport of Negroes or others for the purpose of consigning them to slavery, shall be furnished by their respective Governments with a copy, in the English and Portuguese languages, of the

present Treaty; of the Instructions A, for Cruizers, annexed thereto; and of the Regulations B, for the Mixed Commissions, annexed thereto; which Annexes, respectively, shall be considered as an integral part of the Treaty.

Second.—That each of the High Contracting Parties shall, from time to time, and as often as any changes are made in the Ships of War employed in this service, communicate to the other the names of the several Ships furnished with such Instructions; the force of each, and the names of their several Commanders, and of the Officers second in Command.

Third.—That if at any time there shall be just cause to suspect, that any Vessel sailing under the flag of either Nation, and proceeding under the Convoy of any Ship or Ships of War of either of the Contracting Parties, is engaged, or is intended to be engaged, in the transport of Negroes or others for the purpose of consigning them to Slavery; or is fitted out for that purpose; or has, during the voyage in which she has been met with, been so employed; it shall be the duty of any Commander of any Ship of the Royal Navy of either of the two High Contracting Parties, furnished with such Instructions as aforesaid, to communicate in writing his suspicions to the Commander of the Convoy; and the said Commander of the Convoy shall give an acknowledgment in writing of the said communication; and the said Commander of the Convoy, accompanied by the Commander of the Cruizer, shall proceed to search the suspected Vessel. If the suspicions shall prove to be well founded, according to the tenor of this Treaty, then the said Vessel shall be conducted or sent by the Commander of the Convoy to one of the points where the Mixed Commissions are stationed, in order that the Vessel may undergo the sentence applicable to her case.

Fourth.—It shall not be lawful to visit or detain, under any pretext or motive whatever, any Merchant Vessel when at anchor in any port or roadstead belonging to either of the two High Contracting Parties, or within cannon-shot of the batteries on shore, unless on a written demand for co-operation on the part of the authorities of such country; but should any suspected Vessel be met with in such port or roadstead, due representation of the same is to be made to the Authorities of the country, requesting them to take the necessary measures to prevent the violation of the Stipulations of this Treaty; and the said Authorities shall proceed to take effectual measures accordingly.

Article IV.

As the two preceding Articles are entirely reciprocal, the two High Contracting Parties engage mutually to make good any losses which their respective Subjects may incur by any arbitrary and illegal detention of their Vessels; it being understood, that this compensation shall be made by the Government whose Cruizer shall have been guilty of such arbitrary and illegal detention. The compensation for damages, of which this Article treats, shall be made within the term of one year, reckoned from the day on which the mixed Commis-

sion pronounces sentence on the Vessel, for the detention of which such compensation is claimed.

ARTICLE V.

It is however distinctly understood between the two High Contracting Parties, that no Stipulation of the present Treaty shall be interpreted as interfering with the right of Portuguese Subjects to be accompanied, in voyages to and from the Portuguese Possessions off the coast of Africa, by Slaves who are *bonâ fide* household servants, and who may be duly named and described as such in passports, wherewith the Vessel must be furnished, from the highest Civil Authority at the place where such Slaves shall have embarked : Provided,—

First,—That in such voyages, no Portuguese Subject, except he be a Portuguese settler, removing definitively from his residence in a Portuguese Possession on the coast of Africa, shall be accompanied by more than two Slaves, being *bonâ fide* household servants.

Secondly,—That such a settler removing definitively, with his family, from his residence in a Portuguese Possession on the coast of Africa, shall not be accompanied by more than ten Slaves, and that all these Slaves shall be *bonâ fide* his household servants.

Thirdly,—That such household Slaves shall be found at large and unconfined in the Vessel ; and clothed like Europeans in similar circumstances.

Fourthly,—That no other Slaves shall be embarked on board of the Vessel in which the said household servants shall be found ; and that the voyage, on which such settler and his family shall be so accompanied by such household Slaves, shall be a direct voyage to the Portuguese Islands of Cape Verd, Princes, or St. Thomas, from some place in the Portuguese Possessions on the coast of Africa, where the said settler shall have been permanently residing.

Fifthly,—That the passports above-mentioned shall enumerate each of the persons on board the Vessel, and shall state their names, sex, ages, and occupation, their last place of residence, and the place to which they are going.

Sixthly,—That there be nothing in the equipment or character of the Vessel in which such household Slaves may be found, which shall justify its detention under the provisions of this Treaty.

But if the equipment or character of the Vessel shall justify the detention of the Vessel under the Stipulations of the present Treaty ; or if any of the regulations specified in this Article shall be unobserved or violated in respect to such Vessel, then her master, and her crew, and the owner or owners of the Vessel, of the cargo, or of the Slaves, shall be liable to be proceeded against as accomplices in an infraction of the present Treaty, and to be punished accordingly ; and the Vessel and cargo shall be adjudged and condemned, and the Slaves shall be liberated.

ARTICLE VI.

In order to bring to adjudication, with as little delay and inconvenience as possible, the Vessels which may be detained according to the tenor of Article II,

of this Treaty, there shall be established, as soon as may be practicable, two or more Mixed Commissions, formed of an equal number of individuals of the two Nations, and named for this purpose by their respective Sovereigns.

Of these Commissions one half shall reside in Possessions belonging to Her Britannic Majesty, the other half within the territories of Her Most Faithful Majesty; and the two Governments, at the period of exchanging the Ratifications of the present Treaty, shall declare, each for its own Dominions, in what places the Commissions shall respectively reside. Each of the two High Contracting Parties reserves to itself the right of changing, at its pleasure, the place of residence of the Commissions held within its own Dominions; provided always, that two at least of the said Commissions shall always be held either on the coast of Africa, or in one of the islands off that coast.

These Commissions shall judge the causes submitted to them according to the provisions of the present Treaty, without appeal, and according to the Regulations and Instructions which are annexed to the present Treaty, and which are considered as forming an integral part thereof.

Article VII.

The Mixed Commission at present established and sitting under the Convention between Great Britain and Portugal of the 28th of July, 1817, shall continue to exercise its functions, and shall, from and after the end of six months after the exchange of the Ratifications of this Treaty, and until the appointment and definitive establishment of the Mixed Commissions under the present Treaty, adjudge without appeal, according to the principles and stipulations of the present Treaty, and of the Annexes thereof, the cases of such Vessels as may be sent or brought before it; and any vacancies which may occur in such Mixed Commission, shall be filled up in the same manner in which vacancies in the Mixed Commissions to be established under the provisions of this Treaty are to be supplied.

Article VIII.

If the Commanding Officer of any of the Ships of the Royal Navies of Great Britain and Portugal respectively, duly commissioned according to the provisions of Article II. of this Treaty, shall deviate in any respect from the Stipulations of the said Treaty, or from the Instructions annexed to it, the Government which shall conceive itself to be wronged thereby, shall be entitled to demand reparation; and, in such case, the Government to which such Commanding Officer may belong, binds itself to cause inquiry to be made into the subject of the complaint, and to inflict upon the said Officer a punishment proportioned to any wilful transgression which he may have committed.

Article IX.

Any Vessel, British or Portuguese, which shall be visited by virtue of the present Treaty, may lawfully be detained, and may be sent or brought before

one of the Mixed Commissions established in pursuance of the provisions thereof, if any of the things hereinafter mentioned shall be found in her outfit or equipment, or shall be proved to have been on board during the voyage in which the Vessel was proceeding when captured, namely:

First.—Hatches with open gratings, instead of the close hatches which are usual in Merchant Vessels.

Secondly.—Divisions or bulk-heads, in the hold or on deck, in greater number than are necessary for Vessels engaged in lawful trade.

Thirdly.—Spare plank fitted for being laid down as a second or Slave deck.

Fourthly.—Shackles, bolts, or handcuffs.

Fifthly.—A larger quantity of water, in casks or in tanks, than is requisite for the consumption of the crew of the Vessel, as a Merchant Vessel.

Sixthly.—An extraordinary number of water-casks, or of other vessels for holding liquid, unless the Master shall produce a Certificate from the Custom House at the place from which he cleared outwards, stating that sufficient security had been given by the owners of such Vessel, that such extra quantity of casks, or of other vessels, should only be used for the reception of palm oil, or for other purposes of lawful commerce.

Seventhly.—A greater quantity of mess tubs or kids, than are requisite for the use of the crew of the Vessel, as a Merchant Vessel.

Eighthly.—A boiler, or other cooking apparatus, of an unusual size, and larger, or fitted for being made larger, than requisite for the use of the crew of the Vessel, as a Merchant Vessel; or more than one boiler, or other cooking apparatus, of the ordinary size.

Ninthly.—An extraordinary quantity of rice, of the flour of Brazil manioc, or cassada, commonly called farinha, of maize, or of Indian corn, or of any other article of food whatever, beyond what might probably be requisite for the use of the crew; such rice, flour, maize, Indian corn, or other article of food, not being entered on the Manifest, as part of the cargo for trade.

Tenthly.—A quantity of mats or matting, larger than is necessary for the use of the crew of the Vessel, as a Merchant Vessel.

Any one or more of these several things, if proved to have been found on board, or to have been on board during the voyage on which the Vessel was proceeding when captured, shall be considered as *primâ facie* evidence of the actual employment of the Vessel in the transport of Negroes or others for the purpose of consigning them to Slavery; and the Vessel shall thereupon be condemned, and shall be declared lawful prize, unless clear and incontestably satisfactory evidence, on the part of the Master or owners, shall establish, to the satisfaction of the Court, that such Vessel was, at the time of her detention or capture, employed on some legal pursuit, and that such of the several things above enumerated, as were found on board of her at the time of her detention, or had been on board of her on the voyage on which she was proceeding when captured, were needed for legal purposes on that particular voyage.

ARTICLE X.

If any of the things specified in the preceding Article shall be found in any Vessel which is detained under the Stipulations of this Treaty, or shall be proved to have been on board the Vessel during the voyage on which the Vessel was proceeding when captured, no compensation for losses, damages, or expenses, consequent upon the detention of such Vessel, shall in any case be granted, either to her Master or to her owner, or to any other person interested in her equipment or lading, even though the Mixed Commission should not pronounce any sentence of condemnation in consequence of her detention.

ARTICLE XI.

In all cases in which a Vessel shall be detained, under this Treaty, by the respective Cruizers of the Contracting Parties, as having been engaged in transporting Negroes or others for the purpose of consigning them to Slavery, or as having been fitted out for that purpose, and shall consequently be adjudged and condemned by the Mixed Commissions to be established as aforesaid, either of the two Governments may purchase the condemned Vessel for the use of its Royal Navy, at a price to be fixed upon by a competent person, to be chosen by the Court of Mixed Commission for that purpose; but the Government whose Cruizer shall have detained the condemned Vessel shall have the first choice of purchasing her. But if the condemned Vessel shall not be so purchased, the said Vessel shall, immediately after condemnation, be broken up entirely, and shall be sold in separate parts, after having been so broken up.

ARTICLE XII.

When any Vessel shall have been declared good prize by one of the Mixed Commissions, the Captain, Pilot, crew, and passengers found on board the said Vessel, shall be immediately placed at the disposal of the Government of the country under whose flag the said Vessel was navigating at the time of her capture, to be tried and punished according to the laws of that country. In the like manner, the owner of the Vessel, the persons interested in the equipment and cargo, and their several Agents, shall be tried and punished, unless they can prove that they took no part in that infraction of the present Treaty on account of which the Vessel was condemned.

ARTICLE XIII.

Each of the two High Contracting Parties most solemnly binds itself to guarantee the liberty of the Negroes who may be emancipated under the present Treaty, by the Mixed Commissions sitting within the Colonies or Possessions of such Government; and to afford from time to time, and whenever demanded by the other Party, or by the members of the Mixed Commissions by whose sentence the Slaves shall have been liberated, the fullest information as to the state and condition of such Negroes, with a view of ensuring the due execution of the Treaty in this respect.

For this purpose, the Regulations C, annexed to this Treaty, as to the treatment of Negroes liberated by sentence of the Mixed Commissions, have been drawn up, and are declared to form an integral part of this Treaty; the two High Contracting Parties reserving to themselves the right to alter, by common consent and by mutual agreement, but not otherwise, the terms and tenor of such Regulations.

ARTICLE XIV.

The Acts or Instruments annexed to this Treaty, and which, it is mutually agreed, shall form an integral part thereof, are as follows:—

A. Instructions for the Ships of the Royal Navies of both Nations, employed to prevent the transport of Negroes or others, for the purpose of consigning them to Slavery.

B. Regulations for the Mixed Commissions.

C. Regulations as to the treatment of liberated Negroes.

ARTICLE XV.

Her Majesty the Queen of Portugal and Algarves hereby declares the Slave Trade to be Piracy, and that those of her Subjects who shall, under any pretext whatever, take any part in the traffic in Slaves, shall be subjected to the most severe secondary punishment.

ARTICLE XVI.

The present Treaty shall be ratified, and the Ratifications shall be exchanged at Lisbon, at the expiration of two months from the date of its signature, or sooner, if possible.

In Witness whereof the respective Plenipotentiaries have signed, in duplicate originals, English and Portuguese, the present Treaty, and have thereunto affixed the Seal of their Arms.

Done at Lisbon, the third day of July, in the Year of our Lord One thousand eight hundred and forty-two.

(Signed) HOWARD DE WALDEN. L. S.

(Signed) DUQUE DE PALMELLA. L. S.

Additional Article to the Treaty concluded between Great Britain and Portugal, for the Abolition of Slave Trade, on the third Day of July, in the Year of our Lord One thousand eight hundred and forty-two.

As the object of this Treaty, and of the three Annexes which form part of it, is no other than that of preventing the traffic in Slaves, without any annoyance to the respective Merchant Shipping of the two Nations; and as this fraudulent

traffic is carried on from the coast of Africa, where the Crown of Portugal has also extensive colonial possessions where legitimate Commerce exists, and which it is important in the spirit of this Treaty to promote and protect, the High Contracting Parties, animated by the same sentiments, agree that if in future it should appear necessary to either of them to adopt new measures, or alter any of the executive Regulations for attaining the said beneficent object, or for obviating any unforeseen inconvenience to the aforesaid Shipping or lawful Commerce which experience shall have made known, in consequence of those established in this Treaty and its Annexes proving inefficacious or injurious,—the said High Contracting Parties engage to consult together for the more complete attainment of the object proposed.

The present additional Article shall have the same force and effect, as if it were inserted, word for word, in the Treaty signed on this day; and it shall be ratified, and the ratifications shall be exchanged within the term of two months from the date of its signature, or sooner, if possible.

In Witness whereof the respective Plenipotentiaries have signed it, and have affixed thereto the Seal of their Arms.

Done at Lisbon, the third of July, One thousand eight hundred and forty-two.

(Signed) HOWARD DE WALDEN. L. S.

(Signed) DUQUE DE PALMELLA. L. S.

ANNEX A.

To the Treaty between Great Britain and Portugal, upon Slave Trade, of the 3rd Day of July, 1842.

Instructions for the Ships of the British and Portuguese Royal Navies employed to prevent the Traffic in Slaves.

ARTICLE I.

The Commander of any Ship belonging to the Royal British or Portuguese Navy, who shall be furnished with these Instructions, shall have a right to visit, search, and detain, except within the limits excepted in Article II. of the Treaty, any British or Portuguese Vessel which shall be actually engaged, or shall be suspected to be engaged, in transporting Negroes or others for the purpose of consigning them to Slavery, or to be fitted out with such view, or to have been so employed during the voyage on which she may be met with by such Ship of the British or Portuguese Navy; and such Commander shall thereupon bring or send such Vessel, as soon as possible, for judgment before that one of the Mixed Commissions established in virtue of Article VI. of the said Treaty, which shall be the nearest to the place of detention, or which such Commander shall, upon his own responsibility, judge can be soonest reached from such place.

ARTICLE II.

Whenever a Ship of either of the Royal Navies, duly authorized as aforesaid, shall meet a Vessel liable to be visited under the provisions of the said Treaty, the search shall be conducted in the mildest manner, and with every attention which ought to be observed between allied and friendly Nations; and the search shall, in all cases, be made by an Officer holding a rank not lower than that of Lieutenant in the Navies of Great Britain and Portugal, respectively, unless the Command shall, by reason of death or otherwise, be held by an Officer of inferior rank, or unless the Officer who makes the search shall at the time be second in Command of the Ship by which such search is made.

ARTICLE III.

The Commander of any Ship of the two Royal Navies, duly authorized as aforesaid, who may detain any Vessel in pursuance of the tenor of the present Instructions, shall, at the time of detention, draw up in writing an authentic Declaration, which shall exhibit the state in which he found the detained Vessel; which Declaration shall be signed by himself, and shall be given in or sent, together with the captured Vessel, to the Mixed Commission before which such Vessel shall be carried or sent for adjudication. He shall deliver to the Master of the detained Vessel a signed Certificate of the papers seized on board the same, as well as of the number of Slaves found on board at the moment of detention.

In the authenticated Declaration which the captor is hereby required to make, as well as in the certificate of the papers seized, he shall insert his own name, the name of the capturing Ship, the latitude and longitude of the place where the detention shall have been made, and the number of Slaves found on board the Vessel at the time of the detention.

When the Commander of the Cruizer shall not think proper to take upon himself to carry in and deliver up the detained Vessel, he shall not intrust that duty to an Officer below the rank of Lieutenant in the Navy, unless it be to the Officer who at the time shall not be lower than third in Command of the detaining Ship.

The Officer in charge of the Vessel detained shall, at the time of bringing the Vessel's papers before the Mixed Commission, deliver into the Court a paper, signed by himself and verified on oath, stating any changes which may have taken place in respect to the Vessel, her crew, the Slaves, if any, and her cargo, between the period of her detention and the time of delivering in such papers.

ARTICLE IV.

No part of the crew, or passengers, or of the cargo, or of the Slaves found on board the Vessel seized, shall be withdrawn from it, until the said Vessel shall have been delivered over to one of the Mixed Commissions; unless the transfer of the whole or part of the crew or passengers, or of the whole or part of the Slaves found on board, should be considered necessary, either to pre-

serve their lives, or for any other humane consideration, or for the safety of the persons charged with the conduct of the Vessel after its seizure; in which case the Commander of the Cruizer, or the Officer charged with the said seized Vessel, shall draw out a Certificate, in which he shall declare the reasons of the said transfer; and the Commanders, sailors, or passengers thus transferred shall be conducted to the same Port as the Vessel and its cargo.

The undersigned Plenipotentiaries have agreed, in conformity with Article XIV. of the Treaty signed by them on this day, the third of July 1842, that the preceding Instructions, consisting of four Articles, shall be annexed to the said Treaty, and shall be considered an integral part thereof.

The third day of July, one thousand eight hundred and forty-two.

HOWARD DE WALDEN. L. S.

DUQUE DE PALMELLA. L. S.

ANNEX B.

To the Treaty between Great Britain and Portugal, upon Slave Trade, of the 3rd day of July 1842.

Regulations for the Mixed Commissions which are to adjudge the cases of Vessels under the Treaty between Great Britain and Portugal, upon Slave Trade, of the third day of July, one thousand eight hundred and forty-two.

ARTICLE I.

The Mixed Commissions to be established under the provisions of the Treaty, of which these Regulations are declared to be an integral part, shall be composed in the following manner:—

Each of the two High Contracting Parties shall name a Commissioner and an Arbitrator, who shall be authorized to hear and to decide, without appeal, all cases of the capture or detention of Vessels which, in pursuance of the stipulations of the aforesaid Treaty, shall be brought before them. The Commissioners and the Arbitrators shall, before entering upon the duties of their office, respectively make oath before the principal Magistrate of the places in which such Commissions respectively shall reside, that they will judge fairly and faithfully; that they will have no preference, either for the claimants or the captors; and that they will act, in all their decisions, in pursuance of the stipulations of the aforesaid Treaty.

There shall be attached to each of such Commissions a Secretary or Registrar, who shall be appointed by the Sovereign in whose territories such Commission shall reside. Such Secretary or Registrar shall register all the acts of

such Commission, and shall, previously to entering upon his office, make oath before the Commission to which he is appointed, that he will conduct himself with due respect for its authority, and will act with fidelity and impartiality in all matters relating to his said office.

The Salary of the Secretary or Registrar of the Commissions which are to be established in the dominions of Her Britannic Majesty, shall be paid by Her said Majesty; and that of the Secretary or Registrar of the Commissions which are to be established in the Colonial Possessions of Portugal, shall be paid by Her Most Faithful Majesty.

Each of the Governments shall defray half of the aggregate amount of the incidental expenses of such Commissions.

ARTICLE II.

The expenses incurred by the Officer charged with the reception, maintenance, and care of the detained Vessel, Slaves, and Cargo, and with the execution of the Sentence; and all disbursements occasioned by bringing a Vessel to adjudication; shall, in case of condemnation, be defrayed from the funds arising from the sale of the materials of the Vessel, after the same shall have been broken up, of the Vessel's stores, and of such part of the cargo as shall consist of merchandize; and in case the proceeds arising from this sale should not prove sufficient to defray such expenses, the deficiency shall be made good by the Government of the country within whose territories the adjudication shall have taken place.

If the detained Vessel shall be released, the expenses occasioned by bringing her to adjudication shall be defrayed by the captor; excepting in the cases specified and otherwise provided for under Article X. of the Treaty to which these Regulations form an Annex, and under Article VII. of these Regulations.

ARTICLE III.

The Mixed Commissions are to decide upon the legality of the detention of such Vessels as the Cruizers of either Nation shall, in pursuance of the said Treaty, detain.

These Commissions shall judge definitively, and without appeal, all questions which shall arise out of the capture and detention of such Vessels.

The proceedings of these Commissions shall take place with as little delay as possible; and, for this purpose, the Commissions are required to decide each case, as far as may be practicable, within the space of twenty days, to be counted from the day on which the detained Vessel shall be brought into the Port where the deciding Commission shall reside.

The final Sentence shall not, in any case, be delayed beyond the period of two months, either on account of the absence of witnesses, or for any other cause; except upon the application of any of the parties interested; in which case, upon such party or parties giving satisfactory security, that they will

take upon themselves the expense and risk of the delay, the Commission may, at their discretion, grant an additional delay not exceeding four months.

Either party shall be allowed to employ such Counsel as he may think fit, to assist him in the conduct of his cause. The proceedings of the said Mixed Commissions shall be open to the public; and all the essential parts of the proceedings of the said Commissions shall be written down in the language of the country in which the Commissions shall respectively reside.

ARTICLE IV.

The form of the process shall be as follows :—

The Commissioners appointed by the two Governments, respectively, shall, in the first place, examine the papers of the detained Vessel, and take the depositions of the Master or Commander, and two or three, at least, of the principal individuals on board of such Vessel; as well as the declaration, on oath, of the captor, should such declaration appear necessary, in order to enable them to judge and pronounce whether the said Vessel has been justly detained or not, according to the stipulations of the aforesaid Treaty; and in order that the Vessel may be condemned or released accordingly.

In the event of the two Commissioners not agreeing as to the Sentence which they ought to pronounce in any case brought before them, either with respect to the legality of the detention, the liability of the Vessel to condemnation, or the indemnification to be allowed, or as to any other question which may arise out of the said capture; or if any difference of opinion should arise between them, as to the mode of proceeding in the said Commission,—they shall draw, by lot, the name of one of the two Arbitrators so appointed as aforesaid; which Arbitrator, after having considered the proceedings which have taken place, shall consult with the two above-mentioned Commissioners; and the final Sentence or decision shall be pronounced conformably to the opinion of the majority of the three.

ARTICLE V.

If the detained Vessel shall be restored by the Sentence of the Commission, the Vessel and her cargo, in the state in which they shall then be found, shall forthwith be given up to the Master, or to the person who represents him; and such Master or other person may, before the same Commission, claim to have a valuation made of the amount of the damages which he may have a right to demand. The captor himself, and in his default his Government, shall remain responsible for the damages to which the Master of such Vessel, or the owners of the Vessel or of her Cargo, may be pronounced to be entitled.

The two High Contracting Parties bind themselves to pay, within the term of a year from the date of the Sentence, the costs and damages which may be awarded by the above-mentioned Commission; it being mutually understood and agreed, that such costs and damages shall be made good by the Government of the country of which the captor shall be a subject.

ARTICLE VI.

If the detained Vessel shall be condemned, she shall be declared lawful prize, together with her cargo, of whatever description it may be, with the exception of the Negroes or others who shall have been brought on board for the purpose of being consigned to Slavery; and the said Vessel, in conformity with the Regulations in Article XI. of the Treaty of this date, shall, as well as her cargo, be sold by public sale, for the profit of the two Governments, subject to the payment of the expenses hereinbefore mentioned.

The Slaves shall receive from the Commission a certificate of emancipation; and shall be delivered over to the Government to whom belongs the Cruizer which made the capture, to be dealt with according to the regulations and conditions contained in the Annex to this Treaty, marked C.

The charges incurred for the support and for the return voyage of the Commanders and crews of condemned Vessels shall be defrayed by the Government of which such Commanders and crews are the subjects.

ARTICLE VII.

The Mixed Commissions shall also take cognizance of, and shall decide definitively and without appeal, all claims for compensation on account of losses occasioned to Vessels and cargoes which shall have been detained under the provisions of this Treaty, but which shall not have been condemned as legal prize by the said Commissions; and in all cases wherein restitution of such Vessels and cargoes shall be decreed, save as mentioned in Article X. of the Treaty to which these Regulations form an Annex, and in a subsequent part of these Regulations, the Commissions shall award to the claimant or claimants, or to his or their lawful attorney or attorneys, for his or their use, a just and complete indemnification for all costs of suit, and for all losses and damages which the owner or owners may have actually sustained by such capture and detention, that is to say:—

First,—In case of total loss, the claimant or claimants shall be indemnified,—

a, For the Ship, her tackle, equipment, and stores.

b, For all freights due and payable.

c, For the value of the cargo of merchandize, if any, deducting all charges and expenses payable upon the sale of such cargo, including commission of sale.

d, For all other regular charges in such case of total loss.

Secondly,—In all other cases, save as hereinafter mentioned, not of total loss, the claimant or claimants shall be indemnified,—

a, For all special damages and expenses occasioned to the Ship by the detention, and for loss of freight when due or payable.

b, For demurrage, when due, according to the Schedule annexed to the present Article.

c, For any deterioration of the cargo.

d, For all premium of Insurance on additional risks.

The claimant or claimants shall be entitled to interest, at the rate of five per cent. per annum on the sum awarded, until such sum is paid by the Government to which the capturing ship belongs. The whole amount of such indemnification shall be calculated in the money of the country to which the detained Vessel belongs, and shall be liquidated at the exchange current at the time of the award.

The two High Contracting Parties, however, have agreed that if it shall be proved to the satisfaction of the Commissioners of the two Nations, and without having recourse to the decision of an Arbitrator, that the captor has been led into error by the fault of the Master or Commander of the detained Vessel, the detained Vessel in that case shall not have the right of receiving, for the time of her detention, the demurrage stipulated by the present Article; nor any other compensation for losses, damages, or expenses, consequent upon such detention.

Schedule of Demurrage or Daily Allowance for a Vessel of

Tons.				
100 to	120	inclusive	£5	per diem.
121	150	„	6	„
151	170	„	8	„
171	200	„	10	„
201	220	„	11	„
221	250	„	12	„
251	270	„	14	„
271	300	„	15	„

And so on in proportion.

ARTICLE VIII.

Neither the Commissioners, nor the Arbitrators, nor the Secretaries of the Commissions, shall demand or receive from any of the parties concerned in the cases which shall be brought before the Commissions, any emolument or gift, under any pretext whatsoever, for the performance of the duties which such Commissioners, Arbitrators, or Secretaries have to perform.

ARTICLE IX.

When the parties interested shall imagine they have cause to complain of any evident injustice on the part of the Mixed Commissions, they may represent it to their respective Governments, who reserve to themselves the right of mutual correspondence for the prevention of such injustice for the future.

ARTICLE X.

The two High Contracting Parties have agreed that, in the event of the death, sickness, absence on leave, or any other legal impediment, of one or more of the Commissioners or Arbitrators composing the above-mentioned

Commissions respectively, the post of such Commissioners or of such Arbitrators shall be supplied, *ad interim*, in the following manner:—

Firstly.—On the part of Her Britannic Majesty, and in those Commissions which shall sit within the possessions of Her said Majesty, if the vacancy be that of the British Commissioner, his place shall be filled by the British Arbitrator; and either in that case, or if the vacancy be originally that of the British Arbitrator, the place of such Arbitrator shall be filled, successively, by the Governor or Lieutenant Governor resident in such possessions; by the principal Magistrate of the same; and by the Secretary of the Government: and the said Commissions, so constituted as above, shall sit, and in all cases brought before them for adjudication shall proceed to adjudge the same, and to pass Sentence accordingly.

Secondly.—On the part of Great Britain, and in those Commissions which shall sit within the possessions of Her Most Faithful Majesty,—if the vacancy be that of the British Commissioner, his place shall be filled by the British Arbitrator; and either in that case, or if the vacancy be originally that of the British Arbitrator, his place shall be filled, successively, by the British Consul and British Vice-Consul, if there be a British Consul or British Vice-Consul appointed to, and resident in, such possessions: and if the vacancy be both of the British Commissioner and of the British Arbitrator, then the vacancy of the British Commissioner shall be filled by the British Consul, and that of the British Arbitrator by the British Vice-Consul, if there be a British Consul and British Vice-Consul appointed to, and resident in, such possessions; and if there shall be no British Consul or Vice-Consul to fill the place of British Arbitrator, then the Portuguese Arbitrator shall be called in, in those cases in which a British Arbitrator, if there were any, would be called in; and if the vacancy be both of the British Commissioner and the British Arbitrator, and there be neither British Consul nor British Vice-Consul to fill, *ad interim*, the vacancies,—then the Portuguese Commissioner and Portuguese Arbitrator shall sit, and in all cases brought before them for adjudication shall proceed to adjudge the same, and to pass Sentence accordingly.

Thirdly.—On the part of Portugal, and in those Commissions which shall sit within the possessions of Her Most Faithful Majesty,—if the vacancy be that of the Portuguese Commissioner, his place shall be filled by the Portuguese Arbitrator; and either in that case, or if the vacancy be originally that of the Portuguese Arbitrator, the place of such Arbitrator shall be filled, successively, by the highest civil authority resident in such possessions; by the principal Magistrate of the same; and by the Secretary of the Government: and the said Commission, so constituted as above, shall sit, and in all cases brought before them for adjudication shall proceed to adjudge the same, and pass Sentence accordingly.

Fourthly.—On the part of Portugal, and in those Commissions which shall sit within the possessions of Her Britannic Majesty,—if the vacancy be that of the Portuguese Commissioner, his place shall be filled by the Portuguese

Arbitrator; and either in that case, or if the vacancy be originally that of the Portuguese Arbitrator, his place shall be filled, successively, by the Portuguese Consul and Portuguese Vice-Consul, if there be a Portuguese Consul and Portuguese Vice-Consul appointed to, and resident in, such possessions; and if the vacancy be both of the Portuguese Commissioner and of the Portuguese Arbitrator, then the vacancy of the Commissioner shall be filled by the Portuguese Consul, and that of the Portuguese Arbitrator by the Portuguese Vice-Consul, if there be a Portuguese Consul and a Portuguese Vice-Consul appointed to, and resident in, such possessions; and in the case in which there be no Portuguese Consul or Portuguese Vice-Consul to fill the place of Portuguese Arbitrator, then the British Arbitrator shall be called in, in those cases in which a Portuguese Arbitrator, were there any, would be called in; and in case the vacancy be both of the Portuguese Commissioner and Portuguese Arbitrator, and there be neither Portuguese Consul nor Portuguese Vice-Consul to fill, *ad interim*, the vacancies,—then the British Commissioner and Arbitrator shall sit, and in all cases brought before them for adjudication shall proceed to adjudge the same, and pass Sentence accordingly.

The highest civil authority of the settlement wherein either of the Mixed Commissions shall sit, in the event of a vacancy arising either of the Commissioner or the Arbitrator of the other High Contracting Party, shall forthwith give notice of the same to the highest civil authority of the nearest settlement of such other High Contracting Party, in order that such vacancy may be supplied at the earliest possible period: and each of the High Contracting Parties agrees to supply definitively, as soon as possible, the vacancies which may arise in the above-mentioned Commissions from death, or from any other cause whatever.

ARTICLE XI.

The Mixed Commissions shall transmit annually to each Government, a report, relating,—

1. To the cases which have been brought before them for adjudication.
2. To the state of the liberated Negroes.
3. To every information which they may be able to obtain respecting the treatment and progress made in the religious and mechanical education of the liberated Negroes; and such report shall, under the authority of the Government, be annually published in each country.

The undersigned Plenipotentiaries have agreed, in conformity with the XIVth Article of the Treaty signed by them on this day, the third of July, One thousand eight hundred and forty-two, that the preceding Regulations, consisting of XI Articles, shall be annexed to the said Treaty, and considered as an integral part thereof.

The third day of July, One thousand eight hundred and forty-two.

HOWARD DE WALDEN. L. S.

DUQUE DE PALMELLA. L. S.

ANNEX C.

To the Treaty between Great Britain and Portugal, upon Slave Trade, of the third day of July, One thousand eight hundred and forty-two.

REGULATIONS IN RESPECT TO THE TREATMENT OF LIBERATED NEGROES.

ARTICLE I.

The object and purpose of the letter and spirit of these Regulations is to secure to Negroes and others, liberated in virtue of the Stipulations of the Treaty to which these Regulations form an Annex, (marked C,) permanent good treatment, and full and complete emancipation, in conformity with the humane intentions of the High Contracting Parties.

ARTICLE II.

Immediately after Sentence of condemnation upon a Vessel, charged with being concerned in illegal Slave Trade, shall have been passed by the Mixed Commissions established under the Treaty to which these Regulations form an Annex, all Negroes or others who were on board of such Vessel, and who were brought on board for the purpose of being consigned to Slavery, shall be delivered over to the Government to whom belongs the Cruizer which made the capture.

ARTICLE III.

The Negroes so liberated and delivered over to such Government shall be placed under the care and superintendence of a Board consisting of two Members or Commissioners, with a power to call in a third Member under the circumstances hereinafter stated.

In those colonies or possessions of Her Britannic Majesty in which, under the Treaty to which these Regulations form an Annex, Mixed Commissions are to sit, the Boards of Superintendence of the liberated Negroes shall consist of the Governors of the said colonies or possessions, and of the Portuguese Commissioners in the said Mixed Commissions; and when the Portuguese Commissioners are absent, then the Portuguese Arbitrators of the said Mixed Commissions shall sit, in the place of the Commissioners, in the Boards of Superintendence of liberated Negroes.

In those colonies or possessions of Her Most Faithful Majesty in which, under the present Treaty, Mixed Commissions are to sit, the Boards of Superintendence of the liberated Negroes shall consist of the Governors of those colonies or possessions, and of the British Commissioners in the said Mixed Commissions; and when the British Commissioners are absent, then the British Arbitrators of the said Mixed Commissions shall sit, in the place of the Commissioners, in the Boards of Superintendence of liberated Negroes.

The several Members of the Boards of Superintendence shall, before entering upon their offices, respectively take an oath, in presence of the principal Magistrate of the place, that they will faithfully execute their office without favor or partiality, according to the true intent and meaning of these Regulations.

ARTICLE IV.

In order the better to carry into effect the purposes intended by the present Regulations, a person of known probity and humanity shall be selected and appointed by the Board of Superintendence, to act under its directions, with the title of Curator of liberated Negroes; and such Curator may, under the sanction of the Board, employ such persons as may be necessary, to assist him in the execution of his duties.

The Curator so appointed shall, previously to his entering on the duties of his office, take before the Board of Superintendence an oath, in the following words:—

I, A. B., do solemnly swear that I will act, to the best of my skill and knowledge, faithfully and impartially in the execution of my office; and that I will conduct myself with due respect to the authority of the Board of Superintendence of liberated Negroes to which I am attached.

So help me God.

ARTICLE V.

The Curator of the liberated Negroes shall be personally present at the delivery of the Negroes to the person charged by the Government to receive them, after the Sentence of emancipation is passed, as specified in Article II. of these Regulations.

Duplicate original receipts for the Negroes delivered over to the Government, specifying the number of each sex, shall, at the time when they are delivered as aforesaid, be made out and signed by the Officer receiving them.

One original of such receipts shall be given to the person previously in charge of the Negroes, the other shall be given to the Curator, who shall deposit the same in the registry of the Mixed Commission which adjudicated the case of the Vessel in which the Negroes were captured.

At the time of the delivery of such Negroes to the Government, in the manner hereinbefore mentioned, they shall be minutely inspected by the Curator; who shall give to each Negro a name, which name shall then be entered by the Curator, in a book to be called "Register of Emancipated Negroes," and to be kept for that purpose in the Office of the Board of Superintendence; and opposite to the name shall be entered a description of the person, with the probable age, with the bodily marks, and with any particulars which can be ascertained regarding the family and nation of such Negro, together with the name of the Vessel in which he was captured.

Each Negro shall then be marked on the upper part of the right arm with a small silver instrument, bearing for its device a symbol of freedom.

ARTICLE VI.

The Board of Superintendence shall then make known by the public papers its intention to apprentice out the liberated Negroes; and after seven days have elapsed from the announcement of such intention, the hiring or apprenticing of the Negroes shall take place, either by public auction or by tender, as may be thought best; and the Negroes shall then be distributed to their hirers, upon the conditions and stipulations hereinafter mentioned; which conditions and stipulations shall be published at the time of auction or tender, and shall also be embodied in a Contract or Indenture, to be entered into formally between the hirer and the aforesaid Board. The Contract or Indenture shall be made out in duplicate; it shall be in print and not in writing; one copy of it shall remain with the hirer, and the other with the Board, under the care of the Curator.

When the sums offered by two or more different persons for the hiring of a Negro are equal, preference shall be given to the person who will undertake to employ such Negro as a mechanic or as a domestic servant.

ARTICLE VII.

The period of service for which apprentices shall be bound shall be seven years for all Negroes who, at the time of hiring, are above thirteen years of age; but three of the seven years may be afterwards remitted, at the discretion of the Board, upon the recommendation of the master, and upon proof that the apprentice is capable of earning an honest livelihood, and is worthy of such indulgence.

The apprenticeship of Negroes who, at the time of hiring, are under thirteen years of age, shall continue till the age of twenty, subject to a diminution of that term, at the discretion of the Board, upon due proof being given that the apprentice is worthy of such indulgence, and is capable of maintaining himself.

ARTICLE VIII.

When more apprentices than one are confided to the same master, care shall be taken to select for that purpose such as are of the same African nation, and, if possible, of the same family; and in no case shall a child under fourteen years of age be separated from its mother; but such child shall always be apprenticed to the same master with its mother.

ARTICLE IX.

The name and address of the master, together with the name and position of the estate or house where the liberated Negro is to be resident, shall be inserted opposite to the name of the Negro in his Contract or Indenture.

ARTICLE X.

No Negro shall be apprenticed to any master who resides more than twenty English miles from the town where the Mixed Commission, by which he was

liberated, is established ; and if any master, to whom such Negro shall have been so apprenticed, shall afterwards change his residence, he shall be required to give immediate notice thereof to the Curator.

The apprentices must always reside at that particular estate or house of the master, which is registered as being within the above-mentioned distance from the place of sitting of the Mixed Commission.

ARTICLE XI.

No person shall be entrusted with one or more liberated Negroes, unless he shall prove to the Board that he possesses ample means for the employment, maintenance, and support, of such Negro or Negroes, and unless he shall make himself answerable, under the penalty of eighty Dollars for each Negro, that the conditions under which such Negro is received shall be duly observed.

ARTICLE XII.

The Master shall engage to pay a stipulated sum for the hire of each apprentice.

The Curator may, if the amount is to be paid down in one sum, demand it previously to the hire; and if the sum is to be periodically paid, the Curator may demand the same quarterly in advance.

ARTICLE XIII.

The Master shall undertake :—

1. That the apprentice shall be maintained with wholesome and abundant food; and shall be provided with such clothes as are usual, according to the custom of the country.

2. That he shall be instructed in the truths of the Christian religion, in order that he may be baptized before the expiration of the second year of his apprenticeship.

3. That he shall be vaccinated as soon as possible after having been delivered into the charge of the Master; that in sickness he shall have proper medical advice, and shall be treated with due care and attention; and that in case of death he shall be decently buried at the Master's expense.

4. That the apprentice shall be taught some useful business, or be instructed in some trade or mechanical art, whereby he may be enabled to maintain himself when the period of his service shall have expired.

5. That whenever an infant is born of any female apprentice, immediate information thereof shall be given by the Master to the Board of Superintendence, in order that the fact may be duly registered.

6. That Baptism of an infant, so born, shall take place within three months after its birth, and that the freedom of the child shall be recorded in the Register of Baptism; but that such child shall remain with its mother, and shall be maintained and treated by the Master of the mother, in the same manner as an apprentice, until the apprenticeship of the mother ceases.

ARTICLE XIV.

No Master shall, in any case, be authorized to transfer to another Master his apprenticed Negro, without the special and written sanction of the Board; and if the Master shall leave the country, or shall change his residence to a part of the country beyond the limits hereinbefore fixed for persons having apprentices, or if he shall become so reduced in his circumstances, as to be obliged to give up his establishment, then, and in any of these cases, he shall report the same to the Board, and shall bring his apprentices, and deliver them up to the said Board, by whom they shall be received, and shall afterwards be apprenticed to another Master for the remainder of the period which such apprentices may have to serve, and under the same conditions as those imposed upon the first Master. But in no case shall the Master be allowed to deliver up his apprentice to any other authority than to the said Board, or to the Curator under the orders of the Board.

If any apprentice shall be guilty of crimes which render him obnoxious to the laws of the country, or shall be guilty of habitual drunkenness, insubordination, wilful carelessness, or destruction of his Master's property, the Master may in such case bring him before the Board of Superintendence, and upon proof of the facts, the said Board shall have power to cancel the Indentures.

ARTICLE XV.

If an apprentice should run away, his Master shall give immediate information thereof to the Curator, who shall instantly proceed to a summary investigation of the fact, for the information of the Board of Superintendence.

Any Master who shall be proved to have improperly disposed of an apprentice, whom he has reported as dead or absconded, shall pay as a fine the sum of three hundred Dollars.

The half of this fine shall be paid to the informer, and the remainder to the Curator, to be placed at the disposal of the Board for the purposes hereinafter mentioned.

ARTICLE XVI.

If an apprentice should fall sick, the Master shall give immediate notice thereof to the Curator, in order that he, or one of his Assistants, may visit such apprentice, and report to the Board the nature of his disorder, and the manner in which such sick Negro is taken care of.

If an apprentice should die, notice thereof shall immediately be given to the Curator, in order that he, or one of his Assistants, may attend for the purpose of ascertaining that the deceased Negro was really and truly the apprentice described as such in the Register.

For this purpose the Curator or his Assistant shall make such inquiries as he may judge necessary, interrogating the inhabitants of the house in which the Negro has died, the neighbours, or any other persons; and shall take such other means as he may judge necessary to enable him to ascertain the truth,

in order that the burial of the Negro, which is to be at the expense of the Master, may take place without further delay.

A summary report of the result of this inquiry shall then be drawn up officially by the Curator, and shall be delivered without delay to the Board.

The Curator, after having identified the body of an apprentice who may have died, shall investigate the cause of the death; and if the death shall appear to have been natural, he shall note that fact in the Register.

If the cause of death be doubtful, or shall appear to be otherwise than natural, he shall interrogate the other Negroes, and other inhabitants of the house, and shall take such other means as may appear necessary to ascertain the facts of the case; and if there shall appear reason to suspect that the death of such Negro has been occasioned by violence, improper usage, or culpable neglect, he shall take the proper course for bringing the offender to trial before the Courts of the country.

ARTICLE XVII.

If the Master of any apprentice shall commit any breach of these Conditions, a fine shall be imposed upon him of not less than fifty, and not exceeding one hundred, Dollars; one half of which shall go to the informer, and the other half shall be placed at the disposal of the Board of Superintendence, for the purposes hereinafter mentioned. And in case of any gross misconduct of the said Master towards his apprentice, such Master shall, if the Board of Superintendence shall think fit, besides paying the above-mentioned fine, forfeit all further right to the services of the apprentice; and the said apprentice shall be taken from such Master, and shall be apprenticed to another Master for the remainder of his term of apprenticeship.

ARTICLE XVIII.

If the Master of an apprentice shall die, his heir, or the person to whom the possession of such apprentice shall devolve, shall, within four days after the death of such Master, report the same to the Board of Superintendence.

The Board shall thereupon issue their order to the Curator, to bring the apprentice before them; and when the apprentice is so brought, the Board shall apprentice him to another Master, under the established conditions.

If the heir, or the person in possession of such apprentice, shall neglect to report the death of the Master within four days, he shall pay one Dollar a day for each apprenticed Negro belonging to such deceased Master, until he shall have delivered them all up to the said Board; and he shall, moreover, be subject to the other penalties which attach to the non-performance of the conditions established by these Regulations.

ARTICLE XIX.

If any liberated Negro be apprenticed to, or hired by, the Government, the Contract shall contain the same Conditions and Stipulations in regard to the

Negro, as are hereinbefore prescribed for cases in which the Negro is apprenticed to a private individual.

ARTICLE XX.

Liberated Negroes shall, at the discretion of the Board of Superintendence, and when it shall be ascertained that their own free will has been previously obtained, be permitted to become soldiers or sailors in the regular land or sea forces of the State in whose territories they shall have been emancipated.

The Board shall take care in such case to ascertain, that the Negroes fully understand and are aware of the nature of the engagement which they enter into by so enlisting.

The Government into whose service the Negroes enlist shall sign a receipt for them; which receipt shall be delivered to the Curator at the time of the enlistment: and the Board shall take means to ensure that the full and permanent emancipation of such Negroes shall be secured to them, according to the true spirit of these Regulations.

ARTICLE XXI.

Those liberated Negroes who may not be apprenticed, or who may not have enlisted into the sea or land forces of the State to which the colony or possession in which they may be belongs, or whose indentures shall have become void, or shall have been cancelled, shall be provided for by the Government of such colony or possession. They shall be kept within twenty miles of the place where the Mixed Commissions are sitting.

The expense of maintaining and supporting such Negroes shall be borne by the Government of the colony: but they shall be under the care and superintendence of the Board and Curator; and the present Regulations shall be applicable to them in every respect, excepting as regards apprenticeship.

ARTICLE XXII.

The Curator shall endeavour, by means of an interpreter, to explain to each Negro the nature of any contract by which he may become bound; and shall inform him that if he should at any time be ill treated by his Master, he must make his complaint to the Curator, or to the Board of Superintendence of liberated Negroes.

ARTICLE XXIII.

It shall be the duty of the Curator, or of his Assistant, to visit once, at least, in every three months, all places where there are any liberated Negroes under the superintendence of the Board; he shall examine and inspect all such Negroes, receive their complaints, inquire into those complaints and search out the truth, and investigate any abuses that may affect the said Negroes; and he shall also inquire into the general conduct of the Negroes themselves.

The Curator shall then bring to the notice of the Board every complaint on the part of the said Negroes, and every breach of the conditions and stipula-

tions of the contract under which the Negroes serve; and, in all cases of well-founded complaint, the Board shall take proper means for affording redress.

The inspections above described are not to be made at stated periods, but at uncertain times and unexpectedly.

The Curator shall also report to the Board every three months, the state in which he finds the liberated Negroes; and his report shall be entered in a book to be kept for that purpose, to be called "Curator's Reports," and to be deposited in the Office of the Board, so that, on reference thereto, the condition and behaviour of every liberated Negro may be easily known.

Article XXIV.

All proceedings of the Curator, together with a statement of all facts which may from time to time come to his knowledge, respecting the liberated Negroes, shall be immediately communicated by him to the Board of Superintendence; and he is not to institute any proceedings, nor to take any steps in respect to such Negroes, without the knowledge and sanction of the Board.

Article XXV.

The Curator shall receive all the sums which are to be paid for the hire of apprentices, and all the monies arising from penalties incurred by Masters; and shall render an account thereof to the Board of Superintendence.

The amount is to be applied to the purposes hereinafter mentioned.

Article XXVI.

When the prescribed term of service of any apprentice shall have expired, the Curator shall, under the direction of the Board of Superintendence, summon such apprentice, together with his Master, to appear before the said Board. The Master shall then give up to the Board the indenture of the Negro, and the Negro shall receive from the Board a certificate, specifying that such Negro has completed the term of his apprenticeship, and is entitled to all the rights and privileges of a free person.

The Curator shall see that this certificate be authenticated and registered according to the custom of the country.

Article XXVII.

The Board of Superintendence shall have the power to admonish the Curator, and any other Officer serving under the Board, if such Curator or other Officer should fail to execute his duty faithfully; and if the Board shall see necessary, they may dismiss such Curator or other Officer, and appoint successors.

Article XXVIII.

The necessary proceedings for recovering such sums as may be due from Masters on account of the hire of apprentices, and for enforcing the payment of the several fines and penalties hereinbefore imposed, shall be instituted in

the proper Courts of Law of the country where the Boards of Superintendence shall respectively reside, and shall be carried on at the instance of the Board.

The expenses of such proceedings shall be defrayed as hereinafter mentioned; and the High Contracting Parties hereby engage, that within six months from the exchange of the Ratifications of the Treaty to which these Regulations are annexed, they will grant the requisite authority and powers to the Courts of Law of the country where the Boards of Superintendence are respectively held, to take cognizance of the actions which, for the due execution of these Regulations, may be brought in such Courts of Law at the instance of the Boards, so that the penalties hereinbefore mentioned may be recovered, and the levy of the monies hereinbefore mentioned may be enforced; and the payment of the amount thereof may be made to the person appointed by these Regulations to receive such penalties and monies.

ARTICLE XXIX.

The money arising from the hire of liberated Negroes, and also from the penalties incurred by the Masters, shall be deposited by the Curator in a chest with three keys, one of which shall be kept by each Commissioner of the Board of Superintendence, and one by the Curator.

The Curator shall so deposit the several sums as soon as he receives them, making previously a regular entry of the receipt in a book to be kept for that purpose.

This money shall be applied in the following manner, that is to say: a portion thereof, at the discretion of the Board of Superintendence, shall be paid to the Curator, and to the other Officers employed under the said Board, for their salaries; so much of the remaining portion as shall be needful shall be applied towards defraying the expense of prosecuting Masters for breach of the conditions and stipulations of their contracts, and also towards defraying the other expenses incurred for carrying these Regulations into effect; and the remaining balance, if any, shall be laid out, at the discretion of the said Board, in the promotion of the comfort and welfare of the liberated Negroes, either during their term of service or at its expiration, and especially in rewards to liberated Negroes for good conduct.

The accounts of these monies, and of the manner in which they have been applied, shall, at the expiration of every year, be made up in duplicate by the Curator; and after these accounts have been examined and approved by the Board, one of such duplicates shall be transmitted by each Commissioner to the Government on whose part he is acting.

If the fund shall not prove sufficient to liquidate the just and necessary demands made for the purposes required, the deficiency shall be made good in equal moieties by the two Governments.

ARTICLE XXX.

In the event of a difference arising between the two aforesaid Commissioners of the Board, regarding the appointment of any Officer under them, or regard-

ing any other matter in the execution of these Regulations,—if such difference shall occur in a British colony or possession, the Board shall call in the person who officiates in that colony or possession as Portuguese Arbitrator to the Mixed Commission under the Treaty; and if the case shall occur in a Portuguese colony or possession, the Board of Superintendence shall call in the person who officiates in that colony or possession as British Arbitrator to the Mixed Commission under the Treaty; and the Board of Superintendence of liberated Negroes, thus formed, and being composed of the two Commissioners and of one Arbitrator, shall, by the majority of voices, decide all such points of difference.

It shall not be permitted to the Members of the Board of Superintendence, nor to any Officer acting under them, to demand or receive from any one, excepting as herein specified, any emolument, under any pretext whatsoever, for the performance of the duties which are imposed upon them by the present Regulations.

ARTICLE XXXI.

Nothing that is contained in these Regulations shall be construed to exempt any liberated Negro from his liability, as a free man, to be proceeded against for any offence committed by him (except as herein provided for) against the laws of the country in which he is located. But in all cases where any offence against such laws is imputed to a Negro under the care of the aforesaid Board of Superintendence, the laws shall be administered to him as to a free man; and the Curator shall, either personally, or by a responsible individual deputed by him for the purpose, attend the Courts of Justice of the country to see that justice is done to the Negro.

ARTICLE XXXII.

It is further stipulated, with a view to avoid the unnecessary multiplication of words, that everything contained in the foregoing Regulations which applies to Masters, shall be construed as applying equally to Mistresses; and that everything in the said Regulations with respect to Negroes and apprentices, which applies to the masculine gender and singular number, shall be construed as applying equally to the female sex and to the plural number, unless such construction shall be in express opposition to any other enactment of these Regulations.

ARTICLE XXXIII.

These Regulations shall be inserted in the official Gazette or journal of the countries whose Sovereigns are Contracting Parties to the Treaty; and also in the official journal or Gazette of the place where the Mixed Commissions are respectively held: and the Governments of the said countries shall convey to the said Boards of Superintendence of liberated Negroes, to the Curators, and to their Assistants under those Boards, such authority as may be requisite to enable the said Boards of Superintendence, Curators, and Officers acting under them, respectively, to perform the duties, and to exercise the powers entrusted to them by these Regulations.

ARTICLE XXXIV.

The High Contracting Parties agree, that if in future it should appear necessary to adopt new measures, in consequence of those which are laid down in this Annex turning out inefficacious, the said High Contracting Parties will consult together, and agree upon other means better adapted for the complete attainment of the objects they have in view.

The undersigned Plenipotentiaries have agreed, in conformity with the XIVth Article of the Treaty signed by them on this day, the third of July, 1842, that the preceding Regulations, consisting of thirty-four Articles, shall be annexed to the said Treaty, and be considered an integral part thereof.

The third day of July, One thousand eight hundred and forty-two.

HOWARD DE WALDEN. (L. S.)

DUQUE DE PALMELLA. (L. S)

PROTOCOL of a Conference held at the Foreign Office, August 12th, 1847, between the Plenipotentiaries of Great Britain and Portugal.

The Plenipotentiaries of Great Britain and of Portugal having met to take into consideration certain matters connected with the execution of the Treaty between Their Majesties the Queen of the United Kingdom of Great Britain and Ireland, and the Queen of Portugal and the Algarves, signed at Lisbon on the 3rd of July, 1842, for the suppression of the Slave Trade;

The Plenipotentiary of Great Britain stated, that it had been found that great facilities exist for carrying on the Slave Trade within the Dominions of the Crown of Portugal on the East Coast of Africa, owing to the present inability of the Portuguese Government to employ a sufficient naval force effectually to prevent the export of Slaves from that coast; and that in order to supply this defect, Her Britannic Majesty's Government had requested of the Government of Her Most Faithful Majesty, that permission may be granted for Her Britannic Majesty's Ships employed in suppressing the Slave Trade, to enter the Bays, Ports, Creeks, Rivers, and other places within the Dominions of the Crown of Portugal on the East Coast of Africa, where no Portuguese authorities are established, in order that those Ships may prevent the Slave Trade from being carried on in such places.

The Plenipotentiary of Great Britain further explained, that by the permission thus requested, it is intended that the Vessels of Her Britannic Majesty shall be authorized to pursue and capture Slave Vessels which may be found in any such places as before-mentioned, and also to destroy any Barracoons or other arrangements which may be made on shore for purposes of Slave Trade.

The Plenipotentiary of Portugal hereupon declared, that the Government of Her Most Faithful Majesty, desirous to fulfil and carry out by all means in its power the oligations contracted by the Treaty of 1842, above-mentioned, consents to grant the permission requested on the part of the British Government.

In recording this decision in the present Protocol, the Plenipotentiaries of Great Britain and of Portugal declare that the permission so given is granted and accepted upon the following conditions :—

1*st.*—The permission is limited to a period of three years, commencing from this date.

2*ndly.*—It is limited to places where no Portuguese authorities are established.

3*rdly.*—The Lords Commissioners of the Admiralty shall give the most positive orders to those Commanders of Her Britannic Majesty's Ships of War who shall have occasion to make use of this permission, to avail themselves of every opportunity to communicate to the nearest Portuguese authorities the circumstances which may take place in the exercise thereof; or, in default of such opportunities, to cause those circumstances to be made known in some other way to the Portuguese Government.

4*thly.*—The permission shall never be made a plea for attacking, disputing, or weakening the rights which the Crown of Portugal has, or may have maintained or claimed, with regard to any point upon the said East Coast of Africa, nor for injuring or interrupting legal commerce.

(Signed) PALMERSTON.
TORRE DE MONCORVO.

PROTOCOL of a Conference relating to Slave Trade on the East Coast of Africa, held at the Foreign Office, on the 19th of November 1850.

Protocol of a Conference held at the Foreign Office, on the 19th November 1850, *between the Plenipotentiaries of Great Britain and of Portugal.*

Whereas by the Protocol of a Conference between the Plenipotentiaries of Great Britain and of Portugal, held at the Foreign Office on the 12th of August, 1847, the Government of Her Most Faithful Majesty consented to grant, for the period of three years from that date, permission for Her Britannic Majesty's Ships employed in suppressing the Slave Trade, to enter the Bays, Ports, Creeks, Rivers, and other places within the dominions of the Crown of Portugal on the East Coast of Africa, where no Portuguese authorities are established, and to prevent the Slave Trade from being carried on in such places:

And whereas the period for which such permission was granted as aforesaid has expired;

The Plenipotentiary of Great Britain requested that such permission may be renewed; and the Plenipotentiary of Portugal declared that the Government of Her Most Faithful Majesty, with the desire to fulfil and carry out to the utmost of its power the obligations contracted by the Treaty signed at Lisbon on the 3rd of July, 1842, between Great Britain and Portugal, for the suppression of the Slave Trade, consents to grant the permission requested on the part of the British Government for a fresh period of three years, commencing from this date, under the conditions laid down in the Protocol of the 12th of August, 1847, above referred to.

And as this permission is for Her Britannic Majesty's Ships employed in suppressing the Slave Trade to enter the Bays, Ports, Creeks, Rivers, and other places within the dominions of the Crown of Portugal on the East coast of Africa, where no Portuguese authorities are yet established, and to prevent the Slave Trade from being carried on in such places, it is understood and agreed by Her Britannic Majesty's Government, that the said permission shall cease in all its effects with respect to any of the said Bays, Ports, Creeks, Rivers, and other places, and to every one of them, as soon as, and in proportion as, Portuguese authorities shall be established, either in any or in every one of those Bays, Ports, Creeks, Rivers, and other places.

(Signed) PALMERSTON.
THE CHEVALIER DE RIBEIRO.

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